

**WEST VIRGINIA
SECRETARY OF STATE
JOE MANCHIN, III
ADMINISTRATIVE LAW DIVISION**

Form #7 ☐

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Filing Date

FILED

2002 DEC 27 P 3:30

OFFICE WEST VIRGINIA
SECRETARY OF STATE
Effective Date

NOTICE OF AN EMERGENCY RULE

AGENCY: West Virginia Statewide Addressing
and Mapping Board TITLE NUMBER: 169

CITE AUTHORITY: W. Va. Code Sec. 24C-1-6, 7 & 9; 29A-3-15

EMERGENCY AMENDMENT TO AN EXISTING RULE: YES ☐ NO ☒

IF YES, SERIES NUMBER OF RULE BEING AMENDED: _____

TITLE OF RULE BEING AMENDED: _____

IF NO, SERIES NUMBER OF RULE BEING PROPOSED: Series 2

TITLE OF RULE BEING PROPOSED: Addressing and Mapping Standards and
Participation of Public Agencies in Statewide Addressing and
Mapping Project

THE ABOVE RULE IS BEING FILED AS AN EMERGENCY RULE TO BECOME
EFFECTIVE AFTER APPROVAL BY SECRETARY OF STATE OR 42ND DAY AFTER
FILING, WHICHEVER OCCURS FIRST.

THE FACTS AND CIRCUMSTANCES CONSTITUTING THE EMERGENCY ARE
AS FOLLOWS:

Please see the attached

Use additional sheets if necessary


Authorized Signature

SCANNED

□
EMERGENCY RULE QUESTIONNAIRE

DATE: December 27, 2002

TO: LEGISLATIVE RULE-MAKING REVIEW COMMITTEE

FROM: (Agency Name, Address & Phone No.) W.Va. Statewide Addressing & Mapping Board

c/o Craig Neidig, Chair

304-558-4218

1124 Smith Street - Room LM-10, Charleston, WV 25301

EMERGENCY RULE TITLE: Addressing and Mapping Standards and Participation
of Public Agencies in Statewide Addressing & Mapping
Project.

1. Date of filing December 27, 2002

2. Statutory authority for promulgating emergency rule:

W.Va. Code Sections 24E-1-6, 7 & 9(b); 29A-3-15.

3. Date of filing of proposed legislative rule: December 27, 2002

4. Does the emergency rule adopt new language or does it amend or appeal a current legislative rule? Adopts new language.

5. Has the same or similar emergency rule previously been filed and expired?

No

6. State, with particularity, those facts and circumstances which make the emergency rule necessary for the **immediate** preservation of public peace, health, safety or welfare.

Please see Exhibit A attached hereto.

7. If the emergency rule was promulgated in order to comply with a time limit established by the Code or federal statute or regulation, cite the Code provision, federal statute or regulation and time limit established therein.

W.Va. Code Section 24E-1-7(c) [2002]: January 1, 2003.

8. State, with particularity, those facts and circumstances which make the emergency rule necessary to prevent substantial harm to the public interest.

Please see Exhibit A attached hereto.



WEST VIRGINIA
STATEWIDE ADDRESSING AND MAPPING BOARD

BOB WISE
GOVERNOR

1124 Smith St., Room LM-10
Charleston, WV 25301
304-558-4218

CRAIG A. NEIDIG
CHAIR

To: The Honorable Joe Manchin, III
Secretary of State, State of West Virginia
From: Craig Neidig, Chair, and Joseph J. Starsick, Special Assistant Attorney
General, West Virginia Statewide Addressing and Mapping Board
Date: December 27, 2002
Subject: Statement of Emergency

The West Virginia Statewide Addressing and Mapping Board (the "Board") is a "blue ribbon" board appointed by the Governor. The Board consists of representatives of the public service commission, the state geological and economic survey, the department of military affairs and public safety, the department of highways, county commissioners, county assessors, municipalities, local exchange telephone companies, 9-1-1 directors, and the public at large. See W. Va. § 24E-1-3. Under Chapter 24E of the West Virginia Code, the Board is required to achieve a statewide addressing and mapping system that can be used for 9-1-1 dispatch purposes.

Please consider this memorandum to be the Board's statement of the facts and circumstances constituting an emergency pursuant to W. Va. Code § 29A-3-15, such that the Board may promulgate the emergency rules filed herewith. Please note that the West Virginia Legislature has specifically and expressly authorized that these rules may be filed as emergency rules. W. Va. Code §§ 24E-1-6(a), 7(c) & 9(b). The Legislature has also specifically required that these rules be filed no later than January 1, 2003. W. Va. Code §§ 24E-1-6(a), 7(c) & 9(b).

Pursuant to these specific and express Legislative mandates, the Board is filing emergency rules to govern the statewide addressing and mapping project. Much of rural West Virginia remains without the addressing necessary to enable 9-1-1 emergency services to locate citizens in dire medical or other emergencies. See W. Va. Code § 24E-1-1(a). The Legislature therefore mandated the statewide addressing and mapping project primarily for the "dispatch of emergency service providers, thereby further increasing the security, safety and peace of mind of the citizens of this state." W. Va. Code § 24E-1-1(a)(7). This project, when completed, will enable prompt and accurate 9-1-1 dispatch in West Virginia. Not only is it the premier project of its kind in the nation, but more important, it will save lives.

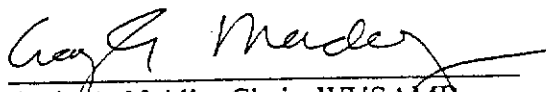
As specifically required by the Legislature, the emergency rules govern the statewide addressing and mapping standards to be used in the development of the statewide mapping and addressing system. W. Va. Code § 24E-1-6. In addition, as also specifically required by the Legislature, the emergency rules govern participation by counties, municipalities and other public agencies in the project. W. Va. Code § 24E-1-7. Further, as, again, specifically required by the Legislature, the emergency rules provide for protection of the privacy of the state's citizens during the project. W. Va. Code § 24E-1-9(a). These emergency rules will remain in place until the Board can develop and file more permanent rules, subject, of course, the requirements and restrictions of Chapter 29A, Article 3 of the West Virginia Code.

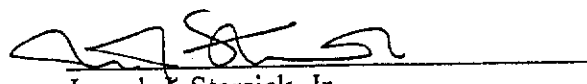
An emergency exists within the meaning of W. Va. Code § 29A-3-15(f). First, the emergency rules are necessary for the immediate preservation of the public peace, safety or welfare. With each day that the project remains incomplete, citizens of this state, in rural areas particularly, are at risk of not being found in a 9-1-1 emergency. As the Legislature has already found, "citizens of rural areas of the state that are not city-type addressed should enjoy the same security, safety and peace of mind as citizens in those areas that have been city-type addressed." W. Va. Code § 24E-1-1(a)(3). The project cannot proceed further without rules in place governing addressing and mapping standards, participation by counties, municipalities and other public agencies, and protection of the privacy of the state's citizens.

Second, the emergency rules are required to comply with a time limitation established by the West Virginia Code. The Legislature has, as noted above, required that these rules be filed no later than January 1, 2003. W. Va. Code §§ 24E-1-6(a), 7(c) & 9(b). These rules have, again, been specifically authorized by the Legislature to be filed as emergency rules. W. Va. Code §§ 24E-1-6(a), 7(c) & 9(b).

Third, the emergency rules are necessary to prevent substantial harm to the public interest. This important and noteworthy project – aimed at improving the safety and quality of life of all West Virginians – cannot proceed further without proper rules in place.

We respectfully thank you and the Honorable Darrell V. McGraw, Jr. for your review and consideration of the Board's emergency rules, pursuant to W. Va. Code §§ 29A-3-15a & 15b.


Craig A. Neidig, Chair, WVSAMB


Joseph J. Starsick, Jr.
Bowles Rice McDavid Graff & Love PLLC
Special Assistant Attorney General

□
APPENDIX B

FISCAL NOTE FOR PROPOSED RULES

Rule Title: Addressing and Mapping Standards and Participation by
Public Agencies in Statewide Addressing and Mapping Project

Type of Rule: X Legislative Interpretive Procedural

Agency: West Virginia Statewide Addressing and Mapping Board

Address: 1124 Smith Street, Room LM-10
Charleston, WV 25301

1. Effect of Proposed rule:

	ANNUAL FISCAL YEAR				
	INCREASE	DECREASE	CURRENT	NEXT	THEREAFTER
ESTIMATED TOTAL COST	0	0	0	0	0
PERSONAL SERVICES	0	0	0	0	0
CURRENT EXPENSE	0	0	0	0	0
REPAIRS & ALTERATIONS	0	0	0	0	0
EQUIPMENT	0	0	0	0	0
OTHER	0	0	0	0	0

2. Explanation of Above Estimates:

The West Virginia Statewide Addressing and Mapping Fund is a special revenue fund, funded by private sources. The new rule will have no fiscal cost to the State.

3. Objectives of These Rules:

These rules establish statewide addressing and mapping standards, and regulations for participation in the statewide addressing and mapping project undertaken by the Board pursuant to Chapter 24E, Article 1 of the West Virginia Code.

Rule Title: Addressing and Mapping Standards and Participation by Public Agencies in Statewide Addressing and Mapping Project

4. Explanation of Overall Economic Impact of Proposed Rule:

A. Economic Impact on State Government:

The proposed rules will help reduce the costs of state government by the establishment of a statewide addressing and mapping system. There will be no negative economic impact.

B. Economic Impact on Political Subdivisions; Specific Industries; Specific Groups of Citizens:

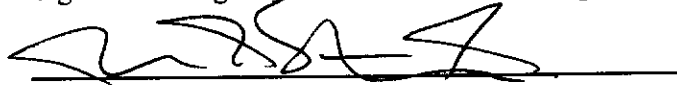
The proposed rules will help reduce the costs of local emergency 9-1-1 dispatch and private and public groups by the establishment of a statewide addressing and mapping system. There will be no negative economic impact.

C. Economic Impact on Citizens/Public at Large.

By the establishment of a statewide addressing and mapping system for prompt and accurate local emergency 9-1-1 dispatch, the proposed rules will save lives. See Statement of Emergency, attached hereto.

Date: December 27, 2003

Signature of Agency Head or Authorized Representative:



333 West Vine Street, Suite 1200
Lexington, Kentucky 40507
Telephone (859) 225-8700

101 South Queen Street
Martinsburg, West Virginia 25401
Telephone (304) 263-0836

7000 Hampton Center, Suite K
Morgantown, West Virginia 26505
Telephone (304) 285-2500

Joseph J. Starsick, Jr.
Telephone: (304) 347-1183
Facsimile: (304) 347-1746

**Bowles Rice
McDavid Graff & Love PLLC**

ATTORNEYS AT LAW

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Telephone (540) 723-8877

December 27, 2002

E-mail Address:
jstarsic@bowlesrice.com

The Honorable Joe Manchin, III
Secretary of State of West Virginia
1900 Kanawha Blvd., E.
Building 1, Suite 157-K
Charleston, West Virginia 25305-0770

Re: West Virginia Statewide Addressing and Mapping Board
Notice of Emergency Rule

Sir:

Enclosed for filing with the Office of the Secretary of State, on behalf of the West Virginia Statewide Addressing and Mapping Board, are the original and fifteen (15) copies of a Notice of an Emergency Rule, Fiscal Note For Proposed Rules, and Notice Of A Comment Period On A Proposed Rule.

Thank you for your attention to this matter.

Very truly yours,



Joseph J. Starsick, Jr.
Special Assistant Attorney General
West Virginia Statewide Addressing and
Mapping Board

JJS/ph

Enclosures

Copy to: Craig Neidig, Chair, *West Virginia Statewide Addressing and Mapping Board*

**TITLE 169
EMERGENCY RULES**

FILED

2002 DEC 27 P 3:06

WEST VIRGINIA STATEWIDE ADDRESSING AND MAPPING BOARD

OFFICE WEST VIRGINIA
SECRETARY OF STATE

**SERIES 2
ADDRESSING AND MAPPING STANDARDS
AND
PARTICIPATION BY PUBLIC AGENCIES
IN STATEWIDE ADDRESSING AND MAPPING PROJECT**

§169-2-1. General.

1.1. Scope. Pursuant to Chapter 24E, Article 1, Sections 6, 7 and 9(b) of the West Virginia Code, the West Virginia Statewide Addressing and Mapping Board does hereby adopt the following rules governing statewide addressing and mapping standards; governing participation by public agencies in the statewide addressing and mapping project undertaken by the Board pursuant to Chapter 24E, Article 1; and governing interim protections of privacy of the state's citizens during the project.

1.2 Authority. -- W. Va. Code §§ 24E-1-6, 7 & 9(b); 29A-3-15.

1.3 Filing Date. December 27, 2002.

1.4 Effective Date. --

1.5 Application.

1.5.a. In general. These rules establish statewide addressing and mapping standards, and regulations for participation in the statewide addressing and mapping project undertaken by the Board pursuant to Chapter 24E, Article 1 of the West Virginia Code.

1.5.b. Waiver. If these rules result in an unreasonable or undue hardship, application may be made to the Board for temporary exemption from these rules under the circumstances for which application is made, for unreasonable or undue hardship and good cause shown. The Board may also grant waivers upon its own motion.

1.6 Definitions.

1.6.a. "Board" means the West Virginia statewide addressing and mapping board.

1.6.b. "City-type address" means a unique address for a structure using a building number and street name. "City-type addresses" are based on an address system, which means

that they usually appear in a consistent numeric sequence along a street and reflect parity conventions (that is, odd numbers all appear on one side of the street and even numbers on the other). If number assignment is based on a standard numbering interval, then the "city-type address" will also logically provide a distance location from the beginning point of the road.

1.6.c. "Emergency services purposes" means use for 911 or enhanced 911 dispatch and response.

1.6.d. "Fund" means the West Virginia statewide addressing and mapping fund.

1.6.e. "Project" means the project for the creation of a statewide addressing and mapping system for emergency services purposes, but usable as a base for other purposes, in accordance with and consistent with Chapter 24E, Article 1 of the West Virginia Code.

1.6.f. "Project manager" means the project manager hired by the Board for the Project.

1.6.g. "Public agency" means any municipality, county, public district or public authority that provides or has the authority to provide firefighting, police, ambulance, medical rescue or other emergency services.

1.6.h. "Statewide Addressing and Mapping System" or "the System" means the system to be created as a result of the Project, with the participation of public agencies and other entities, including, without limitation, the establishment of city-type addressing and mapping systems essential to the prompt and accurate dispatch of emergency service providers. The terms "Statewide Addressing and Mapping System" and "the System" also include any local modifications that may be made to the System in order to tailor it to meet specialized local concerns.

§169-2-2. Addressing and Mapping Standards.

2.1. Addressing Standards.

2.1.a. Unaddressed areas. By the time of the completion of the Project, all areas without city-type addresses must be addressed in accordance with, and otherwise conform to, the Statewide Addressing and Mapping System, including addresses and signage.

2.1.b. Established addresses and addressing systems. By the time of the completion of the Project, all public agency addressing systems, including addresses and signage, must conform to the Statewide Addressing and Mapping System, unless:

2.1.b.1. The public agency is exempt under W. Va. Code § 24E-1-6(b); or

2.1.b.2. The public agency has obtained a waiver under these rules.

2.1.c. Changes of addresses and addressing systems. Addresses and addressing systems in the state are not to be changed unless necessary to conform to requirements of the Statewide Addressing and Mapping System, and then, only after the Board finds that conformance to the System is necessary or advisable for prompt and accurate emergency services dispatch for the protection of human life, the protection of property or the maintenance of general community security, and the public agency responsible for the change of address makes the change. This subsection does not, however, prevent public agencies from making changes to addresses, without the participation of the Board, that are otherwise in compliance with these rules.

2.1.d. Addressing standards for the Statewide Addressing and Mapping System. The Statewide Addressing and Mapping System must follow the standards and guidelines in the attached "West Virginia 911 Addressing Standards," which are to be incorporated into the "West Virginia 911 Addressing Handbook." Where the term "should" is used in those Standards, it means that the standard or guideline in question must be followed in good faith and consistent with prompt and accurate emergency services dispatch, but may be deviated from where compliance is not feasible or practical under the circumstances. The affected public agency has the right to determine, in the first instance, whether to comply with or deviate from the standards and guidelines in the West Virginia 911 Addressing Standards, subject to review at the discretion of the Board.

2.2. Mapping Standards.

2.2.a. In general. By the time of the completion of the Project, all public agency mapping systems used for emergency services purposes must conform to the Statewide Addressing and Mapping System, unless:

2.2.a.1. The public agency is exempt under W. Va. Code § 24E-1-6(b); or

2.2.a.2. The public agency has obtained a waiver under these rules.

2.2.b. Use of mapping work product. In the absence of an exemption or a waiver, a public agency may comply with subsection 2.2.a. only by using the mapping work product and database systems of the Statewide Addressing and Mapping System to be created as a result of the Project.

2.2.c. Specific mapping standards. The Statewide Addressing and Mapping System must follow the specifications set forth in the attached Expression of Interest, SAMB 0202, and the response thereto selected by the Board, unless otherwise established by the Board.

§169-2-3. Creation of the Statewide Addressing and Mapping Systems; Participation by Public Agencies and Other Entities; Rights and Responsibilities of Participating Public Agencies and Other Entities.

3.1 Creation of the Statewide Addressing and Mapping System.

The Board shall create the Statewide Addressing and Mapping System with the participation of the public agencies and other entities under these rules. The Statewide Addressing and Mapping System may include local modifications in order to tailor it to meet specialized local concerns, where the Board finds them to be consistent with the Board's mission to develop the System within the financial and other constraints of the Project, and consistent with protecting human life and property, and maintaining general community security. Public agencies desiring to propose such local tailoring of the System (in the absence of an exemption or a waiver under subsection 2.1.b or subsection 2.2.a) must participate in the Project under these rules.

3.2 Rights and Responsibilities of the Board.

The Board has the following rights and responsibilities:

3.2.a. The Board shall adhere to Chapter 24E, Article 1 of the West Virginia Code;

3.2.b. The Board shall, upon request by a public agency and at no cost to participating public agencies, provide public agencies with a copy of the West Virginia 911 Addressing Handbook, when completed, which is to be written in plain English;

3.2.c. The Board shall, upon request by public agencies and at no cost to participating public agencies, provide public agencies with model addressing and mapping ordinances;

3.2.d. The Board shall, at no cost to participating public agencies, hire and supervise a project manager for the Project;

3.2.e. The Board shall, at no cost to participating public agencies, hire a mapping contractor or contractors for the Project, who are to be subject to the supervision of the project manager;

3.2.f. The Board shall, at no cost to participating public agencies, hire an addressing contractor or contractors subject to the supervision of the project manager;

3.2.g. The Board has the power to review and approve all aspects of the Statewide Addressing and Mapping System;

3.2.h. The Board has the power to review and approve all proposals for local modification of the Statewide Addressing and Mapping System;

3.2.i. The Board has the power to make final approval of the Statewide Addressing and Mapping System, including, without limitation, all portions thereof such as addressing systems, mapping systems, databases and other systems; and

3.2.j. The Board may remove from participating in the project any public agency that fails to comply with these rules, including, without limitation, the failure of the public agency to cooperate in good faith, and may remove any other entity from participation in the project for failure to comply with applicable contractual or other duties.

3.2.k. The Board shall notify all public agencies of the final approval of the Statewide Addressing and Mapping System and the completion of the Project;

3.2.l. The Board has any and all other rights and responsibilities as provided for by law.

3.3 Rights and Responsibilities of Participating Public Agencies with City-type Addresses.

Participating public agencies with city-type addresses have the following rights and responsibilities:

3.3.a. Such participating public agencies will receive the right to use, at no cost, all maps, compilations and other works created as a result of the Project, subject to present or future licensing rights of the Board and its assigns under these rules, and subject to the emergency or legislative rules establishing the conditions and requirements for the distribution of such works, to be filed by the Board, pursuant to Chapter 24E, Article 1, Section 9(b) of the West Virginia Code;

3.3.b. Such participating agencies may make proposals to the Board for the modification of the Statewide Addressing and Mapping System, on a localized basis, in order to tailor it to meet localized concerns;

3.3.c. Such participating public agencies shall cooperate in good faith with the Board, and shall appoint an employee or official as an addressing manager or officer who will work with the Board, its project manager, authorized agents and designated contractors;

3.3.d. Such participating public agencies shall make all reasonable efforts to enact any and all ordinances necessary to comply with the Statewide Addressing and Mapping System and complete the Project;

3.3.e. Such participating public agencies shall cooperate in good faith with the Board to update the maps, compilations and other works of the Statewide Addressing and Mapping System;

3.3.f. Such participating public agencies shall comply with the West Virginia 911 Addressing Handbook, including, but not necessarily limited to, reviewing road names for duplicate or similar-sounding names, reviewing existing city-type addresses to identify any issues with number assignment, considering making address changes, as needed, cooperating in good faith with the Board's addressing contractor to identify intersection address ranges and other

required attributes for all streets and roads, completing 911 database requirements with the appropriate local telephone exchange carrier, and establishing an address maintenance system;

3.3.g. Such participating public agencies, if address changes are made, shall follow established notification procedures with the U.S. Postal Service and the appropriate local telephone exchange carrier, and notify property owners of any new addresses; and

3.3.h. Such participating public agencies have all other rights and responsibilities as provided for by law.

3.4 Rights and Responsibilities of Public Agencies Without City-type Addresses.

Participating public agencies without city-type addresses have the following rights and responsibilities:

3.4.a. Such participating public agencies will receive the right to use, at no cost, all maps, compilations and other works created as a result of the Project, subject to present or future licensing rights of the Board and its assigns under these rules, and subject to the emergency or legislative rules establishing the conditions and requirements for the distribution of such works, to be filed by the Board, pursuant to Chapter 24E, Article 1, Section 9(b) of the West Virginia Code;

3.4.b. Such participating agencies may make proposals to the Board for the modification of the Statewide Addressing and Mapping System, on a localized basis, in order to tailor it to meet localized concerns;

3.4.c. Such participating public agencies shall cooperate in good faith with the Board, and shall appoint an employee or official as an addressing manager or officer who will work with the Board, its project manager, authorized agents and designated contractors;

3.4.d. Such participating public agencies shall make all reasonable efforts to enact any and all ordinances necessary to comply with the Statewide Addressing and Mapping System and complete the Project;

3.4.e. Such participating public agencies shall cooperate in good faith with the Board to update the maps, compilations and other works of the Statewide Addressing and Mapping System;

3.4.f. Such participating public agencies shall comply with the West Virginia 911 Addressing Handbook, which necessarily requires more extensive participation, including, but not necessarily limited to, reviewing and updating current tax database mailing addresses, reviewing addressing issues with other public agencies, reviewing road names and soliciting input on potential road names, establishing city style addresses for all identifiable structures based on the West Virginia 911 Addressing Standards, completing 911 database requirements

with the appropriate local exchange telephone carrier, and establishing an address maintenance system;

3.4.g. Such participating public agencies, if address changes are made, shall follow established notification procedures with the U.S. Postal Service and the appropriate local telephone exchange carrier, and notify property owners of any new addresses; and

3.4.h. Such participating public agencies have all other rights and responsibilities as provided for by law.

3.5. Participation by Public Agencies.

Any county commission and municipality is entitled to participate in the Project by notifying the Board, in writing, no later than July 1, 2003 of its intention to participate in the Project in accordance with these rules. Any other public agency, including county commissions and municipalities electing to participate after that date, may participate in the Project only upon the approval of the Board at a regularly scheduled or special meeting.

3.6. Contracts and Financial Arrangements.

The Board may enter into contracts, including financial arrangements, with public agencies or other entities, public or private, in order to accomplish the purposes of Chapter 24E, Article 1 of the West Virginia Code. No entity, other than a public agency, may participate in the creation of the Statewide Addressing and Mapping System without such a contract with the Board. All such contracts must be reduced to writing and approved by the Board in accordance with law. Such contracts may include provisions regarding the licensing of maps, compilations or other works created as a result of the Project. No such maps, compilations or other works may be distributed, however, except under conditions imposed by the Board to protect reasonable expectations of privacy of the information in those works, consistent with the West Virginia Freedom of Information Act, Chapter 29B, Article 1 of the West Virginia Code, and consistent with Chapter 24E, Article 1, Section 9(b) of the Code.

3.7. Reimbursement of Public Agencies.

3.7.a. Standards for Reimbursement. The Board may consider applications of participating public agencies, including without limitation, county commissions and municipalities, for reimbursement from the Board's fund. Because the Board's funding is limited, however, reimbursement may occur only under exceptional circumstances. In deciding whether to grant reimbursement, the Board may consider the following factors:

3.7.a.1. Whether the activities for which reimbursement is sought will reduce the overall cost of the Project;

3.7.a.2. Whether the Board may equitably reimburse the public agency without also reimbursing other public agencies for similar or other activities;

3.7.a.3. Whether the Board may still accomplish the purposes of the Project by making the reimbursement in combination with like, but equitable reimbursements of other public agencies;

3.7.a.4. Whether the activities comply with the Board's rules and standards;

3.7.a.5. Whether, by making the reimbursement, the Board can still meet its obligations to its project manager and other vendors by making the reimbursement, keeping in mind the possibility of like, but equitable reimbursements of other public agencies;

3.7.a.6. Whether the activities for which reimbursement is sought are in addition to those activities that may be reasonably expected of all participating public agencies as a part of their emergency services mission;

3.7.a.7. Whether the activities for which reimbursement is sought are good and satisfactory consideration for the reimbursement;

3.7.a.8. The relative size of the participating agency and whether it may reasonably be expected to absorb the expense;

3.7.a.9 Whether the activities for which reimbursement is sought were already paid for, or are subject to reimbursement from, federal, state or other non-public agency funds; and

3.7.a.10. Any other relevant factors.

The Board specifically expects public agencies to show the spirit of volunteerism that has long characterized the provision of emergency services in West Virginia and elsewhere in the United States, and encourages public agencies to submit only those applications that are consistent with that spirit, and that add significant value to the Project beyond the activities that may be reasonably expected of all public agencies as a part of their emergency services mission.

3.7.b. Conditions of Reimbursement. The Board may impose conditions on reimbursement, including requiring an otherwise exempt public agency to comply with the standards in these rules as a condition of receiving reimbursement. Any such conditions must be stated in writing. No disbursement may be made from the Board's fund unless the public agency agrees to such conditions in writing.

3.7.b. Form of Application for Reimbursement. Any application for reimbursement must be substantially in the form prescribed by the Board, SAMB Form # 1, "Application of Public Agency for Reimbursement."

§ 169-2-4 Protection of Privacy of the State's Citizens.

4.1 Interim Protection of Privacy.

Pending the submission by the Board of more detailed emergency or legislative rules establishing the conditions and requirements for the distribution of such works pursuant to Chapter 24E, Article 1, Section 9(b) of the West Virginia Code, no person may distribute any maps, compilations or other works created as a result of the Project without the express written permission of the Board, and then, only under conditions imposed by the Board to protect reasonable expectations of privacy of the information in those works, consistent with the West Virginia Freedom of Information Act, Chapter 29B, Article 1 of the West Virginia Code, and consistent with Chapter 24E, Article 1, Section 9(b) of the Code.

SAMB Form # 1

APPLICATION OF PUBLIC AGENCY FOR REIMBURSEMENT

- 1) Please state the name, address and telephone number of public agency, and provide a general description of the public agency, including its emergency services mission, its size and its current sources of funding:

(Please attach additional sheets, as necessary)

- 2) Please state the name, address, title and telephone number of contact person for public agency:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

(Please attach additional sheets)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

(Please attached additional sheets, as necessary)

5) Please answer the following (please attach additional sheets, as necessary):

a) Will the above activities reduce the overall costs of the Statewide Addressing and Mapping Project (the "Project")? Please explain in detail why or why not.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard ruled sheet of paper. There is no handwriting or other markings on the page.

b) Will the activities comply with the Board's rules and standards?

Yes _____ No _____ If no, please attach sheets with a full explanation.

[illegible]

100

[illegible]

e) Does the public agency wish to address the Board about its applications? If so, please indicate the regular Board meeting dates at which the public agency would be available to address the Board.

Verified Signature on behalf of Applicant (Requires Notarization):

Its: _____

VERIFICATION

State of West Virginia:

County of _____:

To wit:

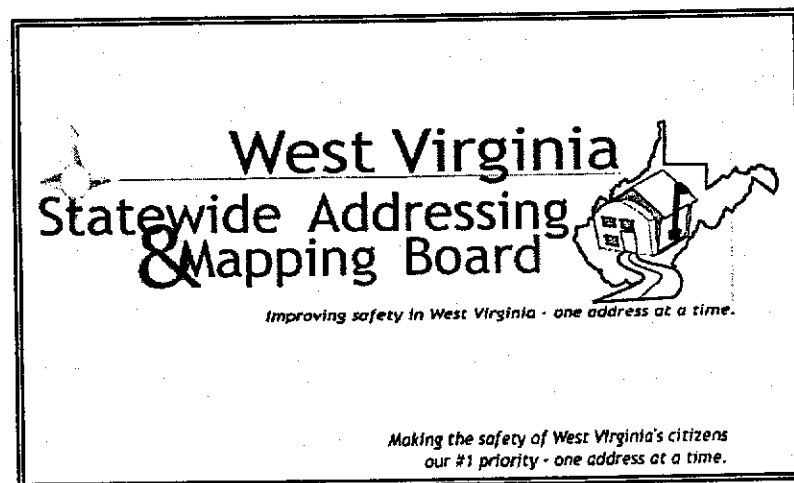
Before me, the undersigned notary public, did personally appear _____, who did swear or affirm, under penalty of law, that he (she) is authorized to sign the foregoing application on behalf of _____, and that the facts stated in the foregoing application were true, except where stated on information and belief, and where so stated, that the applicant is informed and believes they are true.

Taken, sworn (or affirm) and subscribed before me, this _____ day of _____, _____. (Seal)

My commission expires: _____ >

West Virginia 911 Addressing Standards

Final Draft 12/05/2002



INTRODUCTION

The West Virginia Statewide Addressing and Mapping Board was created by the West Virginia Legislature in 2001 (Senate Bill 460, codified as W. Va. Code 24E-1-1 et seq.) to advance the infrastructure of West Virginia by overseeing two major tasks:

- 1) Providing new high quality digital mapping of the entire State of West Virginia;
- 2) Assigning a standard city-style address to every identifiable structure in the state.

To fulfill its mission, the West Virginia Statewide Addressing and Mapping Board has adopted the West Virginia 911 Addressing Standards to provide standards for counties and municipalities to use in establishing city-style addresses within their jurisdictions where no such addresses exist. In areas where city-style addresses do exist, these standards can be used to evaluate the quality and consistency of addresses and provide a basis for needed change.

The standards cover the following issues:

- Road naming
- Property numbering
- Number posting
- Road name suffixes
- Road signage

West Virginia 911 Addressing Standards are based on the following standards:

- *Addressing Guidelines for The State of West Virginia* (Adopted by the West Virginia E-911 Council and the U.S. Postal Service District Office, Charleston, WV, July 1999.)
- National Emergency Number Association *Addressing Systems* (1995)
- U.S. Postal Service *Postal Addressing Standards* (Publication 28, November 2000)
- U.S. Postal Service *Address Conventions* (Filing Number DM-940-89-03, July 1989)
- West Virginia Division of Highways standards for road signing

Questions regarding these standards can be directed to the West Virginia Statewide Addressing and Mapping Board at 304-558-4218.

ROAD NAMING

The following standards should be adhered to when naming or renaming roads:

1. Each road should have one correct name for emergency services purposes and postal delivery purposes.
2. Never assume a road does not have a name. Research should be conducted to find whether a road has a name or not.
3. Any road with two or more residences should be named. Additionally, any road or trail without structures that might need to be accessed by emergency responders should be considered for naming to better locate it in an emergency.
4. Avoid duplicate road names at a minimum in the same ZIP code, and emergency service zone wherever practical. Optimally, avoid duplications in the entire county.
5. Avoid duplicate road names with different suffixes, such as PINE RD and PINE LN, especially when naming new roads or existing roads without names, or renaming existing ones.
6. Avoid sound-alike names. For example: BEECH and BEACH, MAINE and MAIN, GREY AND GRAY.
7. Avoid family names or individual's names, especially living persons or politicians.
8. Rename a road when one current name sounds too much like another road name or if the road name is a duplicate. Once two or more roads have been identified with similar sounding or duplicating names, rename the road or roads that will impact the least number of residents and businesses.

ROAD NAMING

9. When renaming roads, involve the property and business owners affected. Providing a choice of three to five options will usually eliminate most controversy. In developing names, use historical considerations.
10. Never rename a road unless absolutely necessary.
11. If a road is continuous, try not to change the road name. If the name must change, then do so at an intersection or prominent landmark, rather than at a curve or some other arbitrary point.
12. Avoid road names longer than 22 characters (excluding pre- and post-directional and suffix). Abbreviations of such names may produce inadvertent duplicates.
13. Avoid special characters in street names. For example: hyphens, apostrophes, periods, and ampersands (&).
14. Avoid assignment of a primary street name that is also used as a standard suffix or directional. For example: NORTH AVE, COURT ST, SOUTHEAST BLVD.
15. Avoid using numbers or numbered streets. For example: US HIGHWAY 290, 1ST ST, THIRD AVE.
16. All roads names should use a suffix. For a complete list of approved suffixes, see the enclosed standards for new and existing road names.
17. If a directional (pre or post) is used in a road name, it should be abbreviated to avoid potential confusion with the road name. Approved directional abbreviations are: N, S, E, W, NE, NW, SE, and SW.
18. Avoid the use of pre- or post-directionals or suffixes to distinguish separate non-continuous or continuous streets. For example: PALM CT, N PALM CT, PALM ST, PALM AVE.

ROAD NAMING

19. Avoid the use of non-standard street name suffixes in residential areas that may be confused with commercial developments. For example: STONEWALL PLZ, SMITH CTR.
20. Avoid using double suffixes in new street names. For example: TWIN BRANCH LN, CARVER RUN RD.
21. When naming new roads, consider using a consistent suffix for the type of road, such as those suggested below:
 - Avenue = A thoroughfare running principally in a north-south direction (or could be east-west depending on how "street" is defined).
 - Circle = Short road that returns to itself; circular or semi-circular roads.
 - Lane = Fire road or private road.
 - Loop = Short drive that begins and ends on the same road.
 - Road = Most common designation for a secondary thoroughfare; generally indicates a heavily traveled route.
 - Street = Usually found in downtown or more congested areas; run principally in an east-west direction (or could be north-south depending on how "avenue" is defined).
22. Use the following format for road or street names: Pre-Directional – 2 characters (max.), Road Name – 22 characters (max.), Road Suffix – 4 characters (max.), and Post-Directional – 2 characters (max.).

Note: Instances may arise that do not conform to the guidelines set forth in this document. When such situations occur, the county's 911 center, the U.S. Postal Service District Address Management Systems Office, and the West Virginia Division of Highways should be consulted to reach a joint decision.

PROPERTY NUMBERING

The following standards should be adhered to when assigning property numbers:

1. **Frontage interval.** Numbers should be assigned every 10.56 feet or each 1/500 mile on each side of a road. This will yield 1000 numbers per mile, 500 odd on one side and 500 even on the other. The interval chosen gives meaning to an address. For example, 3746 Smith Town Road is located approximately 3.75 miles from the beginning of Smith Town Road.
2. **Odd/Even number location.** Even numbers should be assigned the right side of a road, from the point of its beginning. Assign odd numbers on the left side of a road, from the point of its beginning.
3. **Beginning point.** Numbering should begin in a consistent manner on each road throughout a county or municipality. Use one of the following options for establishing the beginning point for numbering roads.

Option One: Numbers should ascend as emergency responders enter a majority of roads. For example, if emergency responders were based at the center of the county, then this would establish the beginning point for road numbering. All roads whose ends are closest to this origination point would have their numbers begin from that end.

Option Two: Numbers should normally begin when a road proceeds away from the road that is deemed of higher importance. The defined road hierarchy for the determination of road directions will be arterial, collector, local, unpaved, seasonal and non-essential. In the event that the roads are at the same hierarchy and importance level, road direction should be based on Option One above.

Option Three: Consider a numbering origin at a West beginning point and proceed eastward, or begin at a South beginning point and proceed northward.

Regardless of the option chosen, the following considerations should apply. 1) If numbers ascend on road that cross jurisdictional boundaries, care should be taken to insure that the

PROPERTY NUMBERING

numbers at the border are not in close proximity to those numbers near the border in the adjacent jurisdiction. If so, then discussions with that jurisdiction should insure that numbering continues in one direction or another. 2) The beginning point for all dead-end roads should be at the place of departure from the main road. 3) The above guidelines will apply unless continuing a city numbering scheme, as in leaving a city where other numbers are being used. The system in place will then dictate the beginning number.

4. **Intersections.** Both 4-way and "T" type intersections should be numbered, just as houses. These addresses will be useful as references.
5. **Bridges.** Bridges longer than 50 (fifty) feet should be numbered just as houses. In most cases measure the middle of the bridge and post the numbers at the ends of the bridge in both directions. You may prefer to use an odd and even number to post the bridge address, odd on the odd numbered side facing traffic and even on the even numbered side facing traffic. On bridges longer than ½ mile, number the ends of the bridge and post accordingly.
6. **Circular streets.** Circular streets and roads begin where they meet the lowest numbered intersecting road. The outside of the circle is numbered first according to the frontage interval. The inside is then numbered to match and mix with the outside. This will result, in some cases, with fewer numbers on the inside of the circle, a smaller frontage interval, and spaces between numbers.
7. **Cul-de-sacs.** Cul-de-sacs often require applying the rules for both dead-end and circular streets. The numbering begins from the intersection toward the cul-de-sac. Once in the cul-de-sac, the numbers proceed following the odd/even rules to the center point of the cul-de-sac (i.e. odd numbers proceed around one side of the circle and even around the other side). On rare occasions there may be structures inside the cul-de-sac. When this occurs, name the circular section of the cul-de-sac a separate road name from the access road. Number this street counter-clockwise according to the circular street numbering rule.

PROPERTY NUMBERING

8. **"T" roads.** Roads with no outlet at both ends and that are intersected by an entering road should be named and numbered as a separate road or roads. If using the same name, then numbering should begin at the left end of the road and run the length of the road, unless that end may be extended in the foreseeable future. If two names are used, then numbering should begin for each road where it leaves the intersecting road. In the case where the intersecting road logically continues to the end of one of the road segments, then continue the name and numbering of the intersecting road to that end and separately name and number the spur road from where it departs the intersecting road.
9. **Crossing county lines.** When crossing county lines, consideration should be given to an existing numbering system in that county. If no system exists, the numbering should stop at the county line. If a system does exist in that county, those numbers may continue, following the standards for distance and direction. Since many emergency-response zones cross county lines, try not to rename roads at the county line, unless there is a permanent landmark such as a river, in order to avoid confusion to responders. Instead, bring the road to a logical point, such as an intersection, before changing the road name.
10. **Stacked addresses.** Houses or trailers behind other trailers facing the road sharing a common driveway should be numbered with consecutive odd or even numbers. If more than two structures share a driveway, consider naming the driveway as a separate road and number the structures accordingly.
11. **Apartment and duplexes.** Apartments with individual outside entrances (such as duplexes or townhouses) should be assigned separate street addresses. Apartments and multi-tenant structures with one main entrance should be assigned one primary number with a secondary address as the assigned apartment number (ex. 123 MAIN ST APT 101).

Apartment numbers should only be numeric. Do not use 0 for an apartment number.

Apartment numbers should be numbered consecutively with odd apartment numbers on the left and even on the right (from the point of access).

PROPERTY NUMBERING

In multi-level apartment houses or complexes, if more than four apartments are on a floor, a three-digit apartment number should be used. The first digit of the apartment number represents the floor number. For example, apartment 304 represents the second apartment on the right on the third floor. If there are more than nine floors, the apartment numbers should follow the same rules, but for floors 10 and higher the apartment number will be four digits. For example, apartment 1216 would be located on the 12th floor. Basement apartments should be numbered beginning with the number 1.

Offices in multi-unit buildings should be assigned a number following the same guidelines, but will be referred to as a suite (STE) instead of an apartment (APT). In a multiple building apartment complex, each building should be assigned its own street address and follow consistent apartment numbering from building to building.

12. **Businesses.** Office buildings and business districts should be numbered following the apartment numbering rules. The secondary address will be referred to as suites instead of apartments. Strip malls and office parks, where each business has its own entrance, should be assigned separate street addresses for each business.
13. **Trailer parks.** If possible, name roads accessing trailer parks and number pads or lots using the frontage system. An alternative is to number the trailers just like apartments. Assign one primary address to the park and then assign secondary addresses to the trailers using Lot # instead of Apt #. If it is not conducive to address in either manner, a joint decision on numbering should be made between the county's 911 center, the U.S. Postal Service District Address Management Systems Office, and the West Virginia Division of Highways.
14. **Highways.** Highways with no city numbering systems in place or where the city system is to be changed should be numbered from county line to county line following the number origination guidelines set by the county.

PROPERTY NUMBERING

15. **Number assignment location for structures.** When assigning numbers, the middle of the structure should determine the number. Structures should always be numbered according to the road they face, not where the driveway enters the road or where the mailbox is. An exception to this is when the house can be seen but not approached directly from the road. In this case, the driveway should be numbered on the road from which it departs.
16. **Preplanning subdivisions.** Use developer-provided maps to assign numbering to new subdivisions. Ensure either footage is marked on the maps or the map is drawn using an engineering scale. In addition, corner lots should be numbered in both directions so as to accommodate a house built facing either street.
17. **Interfacing with existing systems.** When interfacing with existing numbering systems, care should be taken in locating the last assigned number of the existing system. All possible sources should be checked to determine the last number. Once the last number is determined, start the new numbering from the next available hundred block. For example, if the last number is 3846, begin numbering from 3900. Some roads leaving a city limit may not have any numbers within the city. These may be numbered from the in-city beginning point.
18. **General numbering guidelines.** Primary numbers assigned to structures should be whole numbers. Use of the following types of numbers is not acceptable:
 - Alphanumeric numbers, ex. 235A.
 - Numbers with hyphens or special characters, ex. 45-46 or 78/1.
 - Numbers with fractions, ex. 28 ½.
 - Numbers with more than six digits.

NUMBER POSTING

To insure that numbers will be visible, they should be posted as follows:

1. **Number on the Structure.** Where the structure is within 50 (fifty) feet of the edge of the road right-of-way and can be clearly seen from the road, the assigned number should be displayed on the front of the structure in the vicinity of the front door or entry.
2. **Number at the Road Line.** Where the structure is over 50 (fifty) feet from the edge of the road right-of-way, the assigned number should be displayed on the structure as above **and** be displayed on a post, fence, wall, mailbox, or on some structure at the property line adjacent to the walk or access drive to the numbered structure. Any posted number at the road should be placed high enough to not be obscured by snow during an average winter.
3. **Size and Color of Number.** Numbers should be a minimum of four (4) inches high and be of a contrasting color to their background. Numbers made from block letters and reflective materials are recommended.
4. **Property owner responsibility.** Every person whose duty is to display the assigned number should remove any different number that might be mistaken for, or confused with, the number assigned to the property.
5. **Interior location.** All residents and other occupants should post their assigned number and road name adjacent to their telephone for emergency reference.

ROAD NAME SUFFIXES FOR NEW ROADS

ALLEY	ALY
AVENUE	AVE
BOULEVARD	BLVD
BYPASS	BYP
CIRCLE	CIR
DRIVE	DR
EXPRESSWAY	EXPY
EXTENSION	EXT
FREEWAY	FWY
HIGHWAY	HWY
LANE	LN
LOOP	LOOP
PARKWAY	PKWY
ROAD	RD
SPUR	SPUR
STREET	ST
TERRACE	TER
TURNPIKE	TPKE
WAY	WAY

ROAD NAME SUFFIX ABBREVIATIONS FOR EXISTING ROADS

ALLEY	ALY	FORD(S)	FRD(S)	PASSAGE	PSGE
ANNEX	ANX	FOREST	FRST	PATH	PATH
AVENUE	AVE	FORGE(S)	FRG(S)	PIKE	PKE
BEACH	BCH	FORK(S)	FRK(S)	PINE(S)	PNE(S)
BEND	BND	FORT	FT	PLACE	PL
BLUFF(S)	BLF(S)	FREEWAY	FWY	PLAIN(ES)	PLN(S)
BOTTOM	BTM	GARDEN(S)	GDNS	PLAZA	PLZ
BOULEVARD	BLVD	GATEWAY	GTWY	POINT(S)	PT(S)
BRANCH	BR	GLEN(S)	GLN(S)	PRARIE	PR
BRIDGE	BRG	GREEN(S)	GRN(S)	REST	RST
BROOK(S)	BRK(S)	GROVE(S)	GRV(S)	RIDGE(S)	RDG(S)
BYPASS	BYP	HARBOR(S)	HBR(S)	ROAD	RD
CAMP	CP	HAVEN	HVN	ROW	ROW
CANYON	CYN	HEIGHTS	HTS	RUN	RUN
CAPE	CPE	HIGHWAY	HWY	SHORE(S)	SHR(S)
CAUSEWAY	CSWY	HILL(S)	HL(S)	SPRING(S)	SPG(S)
CENTER(S)	CTR(S)	HOLLOW	HOLW	SPUR	SPUR
CIRCLE(S)	CIR(S)	ISLAND(S)	IS(S)	SQUARE(S)	SQ(S)
CLIFF(S)	CLF(S)	JUNCTION	JCT	STATION	STA
CORNER(S)	COR(S)	KNOLL(S)	KNL(S)	STREAM	STRM
COURSE	CRSE	LANDING	LNDG	STREET	ST
COURT(S)	CT(S)	LANE	LN	SUMMIT	SMT
COVE(S)	CV(S)	LOCK(S)	LCK(S)	TERRACE	TER
CREEK	CRK	LODGE	LDG	THRUWAY	TRWY
CRESCENT	CRES	LOOP	LOOP	TRACE	TRCE
CREST	CRST	MALL	MALL	TRACK	TRAK
CROSSING	XING	MANOR(S)	MNR(S)	TRAIL	TRL
DALE	DL	MEADOW(S)	MDW(S)	TURNPIKE	TPKE
DAM	DM	MILL(S)	MLS(S)	VALLEY(S)	VLY(S)
DIVIDE	DV	MISSION	MSN	VIEW(S)	VW(S)
DRIVE	DR	MOTORWAY	MTWY	VILLAGE	VLG
ESTATE(S)	EST(S)	MOUNTAIN(S)	MTN(S)	VILLE	VL
EXPRESSWAY	EXPY	NECK	NCK	VISTA	VIS
EXTENSION	EXT	ORCHARD	ORCH	WALK	WALK
FALL	FALL	OVAL	OVAL	WAY	WAY
FERRY	FRY	PARK(S)	PARK		
FIELD(S)	FLD(S)	PARKWAY	PKWY		
FLAT(S)	FLT(S)	PASS	PASS		

ROAD SIGNAGE

Installing road signs is one of the final, and more important tasks in addressing. To assist both emergency service personnel and the general public, signs must be visible and maintained. A frequent complaint about road signs is that snow banks or vegetation often hide them. Annual trimming or minor maintenance can eliminate this problem.

1. **Color.** Signs should be reflectorized. The letters and background should be of contrasting colors and should have white letters and border on a green background. **Letters should be at least 3" upper case.** It is important to insure that letters are tall enough and thick enough to be easily seen day or night.
2. **Grade.** High Intensity Reflective Sheeting (250 candle power silver high intensity) is recommended when nighttime high visibility is necessary from long distances or at high accident intersections where quick identification of markings is important. High intensity sheeting is available in packaged letters or can be cut on a machine as with the engineer grade sheeting. High intensity sheeting meets the Federal Manual of Uniform Traffic Control Devices (MUTCD) specifications and carries a ten-year warranty.
3. **Lettering.** Letters should conform to the standard alphabets for highway signs printed by the Federal Highway Administration. Suffix abbreviation should follow those listed in these standards, such as ALY, RD, LN, CIR, AVE, etc. Road names should not be abbreviated.
4. **Materials.** The most commonly used material for blades is either extruded aluminum with a 0.25" inch flange thickness and a 0.090" inch web (min.) or flat sheet aluminum with a minimum thickness of 0.08 inches. 6061T6 aluminum alloy is a hard, strong alloy manufactured from flat sheet. This has been replaced, to some extent, by 5052H38 series alloy, which is softer and comes in a roll. 5052H38 is flattened on a press, but retains a memory and may warp slightly over time. Both alloys must be alodined or anodined or the sheeting may delaminate to the surface of the blank over a period of time. Thickness can range from .080" to 0.125", but 0.080" are recommended.

ROAD SIGNAGE

5. **Posts.** Posts for elevated signs vary from round to "U" channel. Both types of post are made of aluminum or galvanized steel. The type of post chosen may depend on the environment, soil type, cost, or preference of the installing and maintaining agency. Sign mounting hardware is available for both types of post. When installing posts, it is recommended to install anchor posts, such as "Lok-Set" post anchors. These anchors will help keep the sign from leaning and will also keep vandals from twisting the sign around, a very popular pastime among juveniles. Any new obstacles have to be a break away device approved by the Federal Highway Administration.
6. **Heights.** The height of the sign is very important. Posts come in lengths of 8 feet to 14 feet. In most cases, the taller the better. As a general rule, signs should be 7 feet or more off the ground when mounted on the post. This keeps the signs visible and can reduce some types of vandalism.
7. **Placement.** Sign placement is generally prescribed by state and federal rules. As a general guide, signs are placed on two sides of each four-way intersection and on the right hand side of a "T" intersection. It is generally recommended that a four-way sign be used, one that displays the name of both roads using a sign-to-sign bracket. If not economically possible to place the four-way sign at every intersection, an attempt should be made to place one at every other intersection.
8. **Installation.** Before installing any road signs, a municipality or county must call Miss Utility of West Virginia, Inc. at least 48 hours before digging. Miss Utility can be contacted 24 hours a day, seven days a week by calling toll-free 1-800-245-4848. Routine 48-hour notifications can be made via fax or e-mail. Notification must not be made more than 10 business working days in advance of the beginning of any such work due to the possible deterioration of the locate markings. The time requirements are exclusive of Saturdays, Sundays, and legal holidays.

For additional information on the design and installation of road name signing, please refer to the following standards of the West Virginia Division of Highways.

STANDARDS FOR THE DESIGN AND INSTALLATION OF ROAD NAME SIGNING

Proposed Location of Sign at Jct. Of:	Posted Speed	Letter Height	Border	Arrow	County Route No.	Bkgd. Color	Legend Color
US or WV Rte.	All	3"	Yes	Yes	Yes	Green	White
US or WV Rte.	All	3"	Yes	Yes	No	Green	White
Local Serv. Rte.	35 and Above	3"	Yes	Yes	Yes	Green	White
Local Serv. Rte.	Less than 35	2" or 3"	Yes	Yes	2" No - 3" Yes	Green	White
Local Serv. Rte.	35 and Above	3"	Yes	Yes	No	Green	White
Local Serv. Rte.	Less Than 35	2"	Yes	No	No	Green	White

In addition to the above noted design criteria, the following installation procedures should also be followed:

- 1). WV DOH approved supports to be used.
- 2). Supports to be standard depth in ground (normally 3').
- 3). Lateral clearance of 6' - 12' from edge of pavement should be strived for.
- 4). Vertical clearance of 7' from edge of pavement to bottom of sign should be maintained.
- 5). Existing supports for existing signs should not be used to mount road name signing except on stop and yield signs, with the positioning of these signs not affecting the purpose of the signs.



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

Request for Quotation

RFO NUMBER

SAM0202

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

RON PRICE

304-558-0492

RFQ COPY

TYPE NAME/ADDRESS HERE

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T
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WV STATEWIDE ADDRESSING
AND MAPPING BOARD
GREENBROOKE BLDG SUITE 201A
1124 SMITH STREET
CHARLESTON, WV
25301 304-558-4218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/06/2002				

BID OPENING DATE:

11/27/2002

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-07		
CONSULTING SERVICES FOR PHOTOGRAMMETRIC MAPPING						
EXPRESSION OF INTEREST						
THE WEST VIRGINIA STATEWIDE ADDRESSING AND MAPPING BOARD (SAMB) IS REQUESTING EXPRESSIONS OF INTEREST BE SUBMITTED FOR CONSULTING SERVICES TO BE UTILIZED IN THE PREPARATION OF ADVANCED PHOTOGRAMMETRIC MAPPING SERVICES FOR STATEWIDE ENHANCED 911 AND RURAL ADDRESSING PURPOSES.						
TO RECEIVE ATTACHMENT D: GRID MAP TEMPLATE, PLEASE CONTACT LEIGH CIELENSKI AT 304-558-4218						
ADDITIONAL INFORMATION IS ATTACHED						
***** THIS IS THE END OF RFQ SAM0202 ***** TOTAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

**SOLICITATION OF EXPRESSIONS OF
INTEREST**

**West Virginia Statewide Addressing and Mapping Board
(WVSAMB)**

EOI# SAM-0202

November 7, 2002

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SOLICITATION OF EXPRESSIONS OF INTEREST

West Virginia Statewide Addressing and Mapping Board (WVSAMB)

EOI# SAM-0202

PART 1. GENERAL INFORMATION

1.1 PURPOSE

Pursuant to West Virginia Code Section 5G-1-1, et seq., the Acquisition and Contract Administration Section of the Purchasing Division (State), on behalf of the West Virginia Statewide Addressing and Mapping Board ("Board" or "SAMB" below) is soliciting Expressions of Interest (EOI) in establishing a contract through negotiations with a qualified engineering Vendor or engineering Vendor team with high-level photogrammetric capabilities to develop consistent statewide digital orthoimagery, digital terrain models and limited planimetric compilation of features needed to facilitate E-911 addressing and to otherwise support the West Virginia Statewide Addressing and Mapping Program (WVSAMP).

The intent is to develop base maps compatible for presentation at map scales of 1:4,800 (1"=400'; 400' design scale) for the entire state, and at map scales of 1:1,200 (1"=100'; 100' design scale) for selected supplemental urbanized areas of the state. A contract to support the West Virginia Statewide Addressing and Mapping Program will be awarded for aerial photography acquisition in the spring of 2003 during leaf-off conditions and subsequent delivery of digital orthoimagery and specified and state-selected optional planimetric mapping products within eighteen (18) months after contract award. At the State's discretion, extensions or modifications to the initial contract may be considered for subsequent years.

All associated survey, photogrammetric, and planimetric data shall also be delivered to facilitate later third-party compilation of additional planimetric or topographic features.

The State and its Agents shall have the sole authority to define and prioritize the delivery of areas on a statewide, regional, or county by county basis to facilitate the goals of the addressing program, with the understanding that any scheduling shall accommodate reasonable aerial flyover, photogrammetric production, and planimetric mapping processes.

In addition to the requirements described in this Solicitation of Expressions of Interest (EOI), the SAMB is also accepting responses from qualified Vendors or Vendor teams regarding the addressing portion of SAMB's mission as specified under West Virginia Code Section 24E-1-1, et seq. At this time, the SAMB has developed considerably less specific ideas on how it might accomplish the addressing portion of the project. Vendors are encouraged but not required to respond with teaming partners that can bring expertise both in statewide mapping and in E-911 addressing. A clear definition of the roles and relationships within and between teaming partners is requested. Vendors should concentrate on responding to SAMB's immediate aerial photography and planimetric mapping needs, but Vendors are also invited to submit responses to SAMB's addressing needs, including the submission of anticipated

concepts and methods of approach to the addressing project. However, only the proposed scope of work regarding the photogrammetric and planimetric mapping portions of this solicitation shall be considered for initial implementation by the State and the subject of negotiations pursuant to this EOI and West Virginia Code Section 5G-1-1, et seq.. The State expressly reserves the right, however, to limit any contract entered into pursuant to this EOI to the mapping activities described herein, or to certain aspects of the mapping activities. The State also reserves the right to issue any subsequent request or requests for proposals for specific statewide addressing work as it deems necessary to fulfill its requirements, and is under no obligation, implied or actual, to conform with Vendor's expectations regarding possible contracted work outside the scope of this EOI.

1.2 PROJECT DESCRIPTION

The Statewide Addressing and Mapping Board is charged with developing an integrated addressing and photogrammetric base mapping system for the entire State of West Virginia. The system includes aerial photography for the development of digital maps and a computerized Geographic Information System (GIS) that will interface with and contribute to the needs of the following: county Enhanced 911 services, state and local government agencies, telephone companies, US Postal Service, and utility systems, with a special focus on public safety and emergency response. The base maps and data to be supplied by the successful bidder will be a foundation of this system. The entire project undertaken by the Board is referred to herein as the "Project," or as the West Virginia Statewide Addressing and Mapping Program (WVSAMP or SAMP).

The aerial photography, digital orthoimagery, and planimetric feature specifications and performance criteria indicated in Part 3 have been established to provide for the development of high-quality base maps.

1.3 EOI FORMAT

This EOI has four (4) parts. "Part 1" contains informational sections, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this EOI, contractual requirements, and general terms/conditions, and "Part 4" explains the required format of the Vendor's response to the EOI, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.

1.4 INQUIRIES

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.15. All inquiries of specification clarification must be addressed to:

Ron Price, Buyer Supervisor
Purchasing Division
2019 Washington Street, East
P.O. Box 50130

Charleston, WV 25305-0130
Phone: (304) 558-0492, x219
Fax: (304) 558-4115
Email: rprice@gwmail.state.wv.us

Absolutely NO contact shall be made by the vendor with any member of the EOI evaluation committee. Violation shall result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released. Only questions submitted in writing, such as for an Addendum, shall become part of the official record and warrant a response. Vendors may submit questions to the State Buyer by email or fax.

1.5 VENDOR REGISTRATION

Vendors participating in the bid process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. A Vendor is not required to be a registered in order to submit a proposal, but the successful bidder must register and pay the fee of forty-five dollars (\$45.00 US) prior to the award of an actual purchase order/contract. The WV-1 form is available at:
<http://www.state.wv.us/admin/purchase/VRC/wv1.pdf>

1.6 ORAL STATEMENTS AND COMMITMENTS

The Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel (including without limitation, the SAMB) are not binding. Only the information issued in writing and contained in the final written contract, after approval by the Purchasing Division and the Office of the Attorney General, shall be binding.

1.7 ECONOMY OF PREPARATION

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

1.8 LABELING OF THE EOI SECTIONS

The sections within this EOI contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein. The Vendor's response should follow the sections as described herein and be labeled accordingly for ease of evaluation, especially Parts 3 and 4 of this EOI.

1.8.1 EXPRESSIONS OF INTEREST

A response to the sections included in Parts 3 and 4, and including Attachments A-D, will be the basis on which the Vendor's relative qualifications for the job will be assessed. Those Sections describe the anticipated approach by SAMB to the project. An indication of agreement or disagreement with that approach, plus a full explanation of how the vendor intends to comply, or alternatively, how the vendor intends to modify the approach stated in

the performance data in order to comply shall be required. A simple "yes" or "no" response to these sections will not be considered adequate.

SAMB is soliciting all anticipated concepts and proposed methods of approach to the project of the vendors. However, where an anticipated specification, term, or condition is "highly recommended," "recommended" or stated as if it would be mandatory, the vendor's response must specifically state whether or not the vendor agrees with the anticipated specification, term or condition, and must state whether or not the vendor's own recommended approach complies with that anticipated by SAMB, or alternatively, how the vendor's suggested approach differs from the one anticipated by SAMB and how that approach is, in the vendor's opinion superior to that anticipated by SAMB.

1.8.2 CONTRACT TERMS AND CONDITIONS

A contract is anticipated to be arrived at pursuant to West Virginia Code Section 5B-1-1, et seq., and as per Section 4 of this EOI. Consistent with West Virginia law, under no circumstances will SAMB enter into, or be bound by, any contract terms or conditions not approved by the Purchasing Division or the Attorney General's Office, notwithstanding any other oral or written indication whatsoever to the contrary.

1.8.3 COPYRIGHTS AND PROPRIETARY INFORMATION

Pursuant to West Virginia Code Section 24E-1-7, any writing or other work created by bidders in connection with or related to the project described herein, or this Request for Proposal, is a "work made for hire" within the meaning of the copyright laws of the United States, 17 U.S.C. Section 101, et seq. All right, title and interest to such writing or other work vests in the Board. Pre-existing copyrighted works or other proprietary information must be clearly identified as such. No proprietary information of the bidder may be submitted in response to this EOI without the express written permission of SAMB.

1.8.4 INFORMATIONAL SECTIONS

Any informational sections (such as "Instructions to Vendors") included in the document do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 PROPOSAL FORMAT AND SUBMISSION

1.9.1 RESPONSE

Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal must be formatted as per Parts 3 and 4 of this EOI. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informalities in the proposal format and minor irregularities. *COPIES*

All copies must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt. *Electronic responses (e.g., pdf files) to the solicitation are not allowed.*

1.9.3 DELIVERY

Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason according State Code 5A-3-11. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Submit one (1) original EOI and fifteen (15) convenience copies to:

Ron Price, Senior Buyer
Purchasing Division
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

All proposals must be received at the above addresses on or before Wednesday, 11/27/02, 1:30 PM (Eastern):

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

BUYER:	Ron Price
REQ #:	SAM-0202
Opening Date:	11/27/02
Opening Time:	1:30 PM (Eastern)

1.10 REJECTION OF EXPRESSIONS OF INTEREST

The State shall select the best value solution according to Section 5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this EOI at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the Vendor nor obligates the State in any manner.

A contract based on this EOI and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this EOI is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 INCURRING COSTS

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this EOI for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

1.12 ADDENDA

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the State to all potential Vendors of record, and may be distributed via electronic means (e.g., email, .pdf file, etc).

1.13 INDEPENDENT PRICE DETERMINATION

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

1.14 PRICE QUOTATION

NO "COST," "PRICE," OR "FEE" QUOTATION SHALL BE REQUESTED, INCLUDED, OR PERMITTED IN THE EOI RESPONSE. Costs shall only be considered during negotiations with the successful Vendor.

1.15 PUBLIC RECORD

1.15.1 SUBMISSIONS ARE PUBLIC RECORD

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, proposals, or offers submitted by bidders become public information and may be available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the award is complete and documents have been microfilmed.

1.15.2 WRITTEN RELEASE OF INFORMATION

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

1.15.3 RISK OF DISCLOSURE

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 SCHEDULE OF EVENTS

The following schedule of events will apply:	DAY, DATE, TIME
Release of EOI:	Wednesday, 11/6/02
Written Questions Submitted from Vendors:	Monday 11/18/02, 4:30 PM
Addendum Issued:	Thursday 11/21/02
Expressions of Interest Opening Date:	Wednesday, 11/27/02, 1:30 PM

Submission of "Short List" to Purchasing:	Friday, 12/6/02
Vendor Interview Dates (week of)	Monday, 12/16/02
Final Ranking/Vendor Selected:	Friday, 12/20/02
Contract Award Date (approximate):	Wednesday, 1/15/03

The State may modify this schedule at any time, at their sole discretion.

1.17 MANDATORY PRE-BID CONFERENCE: NOT APPLICABLE

1.18 BOND REQUIREMENTS: NOT APPLICABLE

1.19 NO DEBT AFFIDAVIT

West Virginia State Code §5A-3-10a(3)(d) requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit *must* be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal. The form is available at <http://www.state.wv.us/admin/purchase/vrc/debt.pdf>

PART 2. OPERATING ENVIRONMENT AND BACKGROUND

2.1 LOCATION

The West Virginia Statewide Addressing and Mapping Board (SAMB) conducts its regular meetings in Charleston, West Virginia. The current Chairman of the Board is the State GIS Coordinator located in Charleston, West Virginia. The Board currently meets twice monthly. SAMB has hired the team of Michael Baker, Jr., Inc. including Dr. Terry Keating to serve as Project Manager, who will be responsible for coordinating all technical work on the Project, including all mapping and GIS activities under an award pursuant to this EOI. The successful vendor will be required to cooperate with the Project Manager on all aspects of project design, engineering and implementation, and to provide periodic reports, as requested by the Project Manager and SAMB as work progresses.

2.2 BACKGROUND

The West Virginia Legislature created the West Virginia Statewide Addressing and Mapping Board in the 2001 session (Senate Bill 460, codified as *W. Va. Code Section 24E-1-1 et seq.*). The mission of the Board is to advance the infrastructure of West Virginia by overseeing two major tasks: 1) providing new high quality digital mapping of the entire State of West Virginia; and, 2) assigning a standard city-style address to every identifiable structure in the state. The Board is funded primarily under the Incentive Regulation Plan of Verizon West Virginia Inc., approved by the Public Service Commission of West Virginia in *Case Nos. 00-1318-T-GI, et al.*, on October 3, 2001.

The successful bidder's principal contacts will be with the SAMB Project Manager and with the Board's Chairman, West Virginia GIS Coordinator, Craig Neidig.

It is imperative that the project be completed as soon as possible. As a result, SAMB and its Project Manager have set forth their own specific ideas on performance data, concepts and approaches, as incorporated in this document. Vendors are not limited to those ideas, but are encouraged to submit their own ideas on performance data, concepts and approaches. The qualifications of each vendor, however, will be determined based not only on that vendor's experience, but also on how well the vendor's response demonstrates that the vendor has a grasp of the project being undertaken by SAMB and how well the vendor's vision of the project integrates into and dovetails with SAMB's vision.

PART 3. PROCUREMENT SPECIFICATIONS

3.1 GENERAL REQUIREMENTS

The Vendor shall furnish all labor, resources and materials required to develop and deliver digital orthoimagery and planimetric data for the State of West Virginia, in accordance with the specifications herein.

The State shall become the sole owner of all deliverables and associated intermediate data.

3.2 SPECIAL TERMS AND CONDITIONS

3.2.1 BID AND PERFORMANCE BONDS: *NOT APPLICABLE*

3.2.2 INSURANCE REQUIREMENTS

The successful bidder must have Professional Liability insurance coverage (including automotive liability insurance coverage) with policy limits of no less than \$1,000,000, and must list the Board as an "additional insured" as its interests may appear. Insurance certificates are required prior to award but are not required at the time of bid.

3.2.3 LICENSE REQUIREMENTS

The successful Vendor must present a Workers' Compensation Certificate upon award.

3.2.4 NO DEBT AFFIDAVIT

West Virginia State Code §5A-3-10a-(3)(d) requires that all vendors submit an affidavit of debt which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The No Debt Affidavit is attached to this EOI which *shall* be completed, signed and returned *with* the vendor's proposal. If bidding a joint proposal, a No Debt Affidavit must be completed for both vendors.

3.2.5 MINIMUM VENDOR QUALIFICATIONS

As a minimum qualification for consideration, the Vendor or a member of the Vendor team shall be a registered Professional Engineer. Proof of licensure will be required.

3.2.6 LITIGATION BOND: NOT APPLICABLE**3.3 GENERAL TERMS AND CONDITIONS**

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in Section 3 of this EOI.

3.3.1 CONFLICT OF INTEREST

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

3.3.2 PROHIBITION AGAINST GRATUITIES

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

3.3.3 CERTIFICATIONS RELATED TO LOBBYING

The Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any federal entity, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

3.3.4 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 the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

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

The 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Vendor shall hold harmless the State, and shall provide the State, SAMB and its Project Manager 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.

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

3.3.5 INDEMNIFICATION

The Vendor agrees to indemnify, defend and hold harmless the State, SAMB and its Project Manager, 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; (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 laws.

3.3.6 CONTRACT PROVISIONS

After the most qualified Vendor is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the Vendor. In addition, the EOI and the Vendor's response will be included as part of the contract by reference. The order of precedence is the Contract, the EOI and the Vendor's response to the EOI.

3.3.7 GOVERNING LAW

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (federal, state or local government) and regulations.

3.3.8 COMPLIANCE WITH LAWS AND REGULATIONS

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

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

3.3.9 SUBCONTRACTS/JOINT VENTURES

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract, however, the vendor is totally responsible for payment of all subcontractors.

3.3.10 TERM OF CONTRACT & RENEWALS

Contract approval and award will be in accordance with West Virginia Code Section 5G-1-1, et seq., and this EOI, particularly Section 4 hereof. This contract will be effective on the date set upon award, and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of five (5) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the SAMB ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in federal or state law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the SAMB and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.3.11 NON-APPROPRIATION OF FUNDS

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

3.3.12 CONTRACT TERMINATION

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

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior written notice.

3.3.13 CHANGES

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the SAMB and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended federal and state regulations and requirements.

As soon as possible after receipt of a written change request from the SAMB, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the SAMB a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE STATE.

3.3.14 INVOICES, PROGRESS PAYMENTS, & RETAINAGE

The Vendor shall submit invoices, in arrears, to the SAMB at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so

defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

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

3.3.15 LIQUIDATED DAMAGES: N/A

3.3.16 RECORD RETENTION (ACCESS & CONFIDENTIALITY)

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

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

3.4 SCOPE OF WORK

The Vendor shall furnish all labor, resources and materials required to develop and deliver digital orthoimagery and planimetric data for the State per the requirements specified.

3.4.1 PROJECT EXTENT

The project encompasses the entire land area of the State of West Virginia, or 24,078 square miles, more or less (Census 2000). The state boundary shall be buffered at a minimum of one thousand feet (1000'). Border areas of the state proximate to Virginia, Pennsylvania (along the Mason-Dixon line) and with Ohio (along the Ohio River), and Kentucky (along the Big Sandy and Tug Rivers), and Maryland (along the Potomac River and Mason-Dixon line) shall be buffered a minimum distance of 1000' or to the opposite river bank, whichever distance is greater. The entire coterminous land area of West Virginia shall be included in the program.

The lower resolution 400' design scale digital orthoimagery and planimetric data shall be developed over the predominantly rural areas of the state covering approximately 25,000 square miles. The supplemental higher resolution digital orthoimagery and planimetric data shall be developed over designated urban/suburban or other high priority areas of the state covering approximately 2,500 square miles. The Vendor has the sole responsibility to

determine the true extents of the various mapped areas at all scales with guidance from the State.

3.4.2 PERFORMANCE CRITERIA/ PRODUCT SPECIFICATIONS

The performance criteria / product specifications listed below, define the quality of the product that is required for the SAMB and its capability to support additional (post project) data development by third party vendors. The digital ortho-product is defined here, in terms of traditional photogrammetric processing terminology and specifications. However, ultimately, the final quality of the resultant product, not the processing method, for the purposes of creating an accurate, complete and up-to-date road centerline file and addressing points for the State of West Virginia is the ultimate focus of this EOI. Vendors are encouraged to submit innovative proposals using the latest proven technologies with which they are experienced that will conform to project requirements and produce the intended outcome.

[Instructions to Vendors: The criteria for Vendor's technical proficiency score are set forth in subsection 4.2.2.8. In responding to the technical specifications below, Vendors must specify not only that they will comply, but also clearly articulate their respective specific plans for compliance. Under each subsection for technical criteria below, responses must, in addition to indicating compliance with each technical specification, provide a written statement demonstrating Vendor's ability to meet the technical specifications, including the quality, effectiveness and expertise of equipment, personnel and other resources the Vendor is offering. In addition to such a written statement under subsection 3.5.4 "Project Management, Control and Deliverables," the Vendor shall, under that subsection, fully articulate Vendor's understanding of the scope of SAMB's overall purpose and demonstrate how Vendor will produce a product that will fully integrate into the Board's overall mapping and addressing system (reference also Request for Proposal, EOI #SAM0201, attached hereto). Scores will be based on the quality of the substance of Vendor's written demonstrations, as well as the interview/oral presentation provided for below.]

3.5 TECHNICAL PERFORMANCE CRITERIA

The following specifications and performance criteria are intended to be the minimum required to meet the project objectives. Variations in individual elements of the performance criteria will be considered. However, proposals that include alternative methodologies must conclusively demonstrate that the resulting product will meet or exceed the product quality defined by SAMB using the performance criteria or product specifications listed in this section. All proposals must clearly indicate how each performance criteria / product specification is met or compensated for using alternative methodologies.

The Vendor shall, if necessary, propose alternative processing strategies, image quality specifications, or acceptance standards for digital imagery. State reserves the right to agree to or modify any Vendor-proposed standard prior to commencement of work.

3.5.1 TECHNICAL IMAGERY AND RELATED SPECIFICATIONS

3.5.1.1 Horizontal Accuracy Requirements

The imagery collected for this project shall support the development of digital base mapping that meets or exceeds the **horizontal** accuracy requirement for Class 1 mapping standards in conformance with *ASPRS Accuracy Standards for Large-scale Maps, Class 1 (1990)* at the specified equivalent map scales except for any deviations specified in this document.

For the purposes of this EOI, horizontal map accuracy is defined as the root mean square (RMS) error in terms of the project's planimetric survey coordinates (X,Y) for checked points as determined at full (ground) scale of the map. The RMS error is the cumulative result of all errors including those introduced by the processes of ground control surveys, map compilation and final extraction of ground dimensions from the map. The limiting RMS errors established by this standard are the maximum permissible RMS errors for 90% of the check points on a map. These limits of accuracy apply to tests made on well-defined points.

Scale: 1:4,800 (1"=400') ASPRS, Class 1

Limiting RMS for E (X) coordinates = 4.0' = 2*GSD

Limiting RMS for N (Y) coordinates = 4.0'

Optional Scale: 1:1,200 (1"=100') ASPRS Class 1

Limiting RMS for E (X) coordinates = 1.0' = 2*GSD

Limiting RMS for N (Y) coordinates = 1.0'

Accuracy will be reported according to the Federal Geographic Data Committee (FGDC) Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy [NSSDA] (1998).

Circular RMS error:

Circular Root Mean Square Error (RMSE)_r = 1.4142*2*GSD in Easting = 1.4142*2*GSD in Northing

= 5.657' at 400' design scale

= 1.414' at 100' design scale

Absolute accuracy according to NSSDA testing:

NSSDA accuracy (20+ points) such that 1.73 * Circular RMSE < 9.8' at 400' design scale

NSSDA accuracy (20+ points) such that 1.73 * Circular RMSE < 2.4' at 100' design scale

[Note: Vertical accuracy is specified within the Digital Terrain Model (DTM) section of this EOI.]

3.5.1.2 Aerial Imagery

All imagery collected shall conform to the ASPRS Draft Aerial Photography Standards (1995) unless otherwise specified herein.

1. Vendors shall develop a proposed flight plan and otherwise describe in their proposal how the imagery will be captured, including:
 - a. Type of aerial camera, including detailed specifications
 - b. Film type, if used
 - c. Intended flying height
 - d. Focal length
 - e. Intended scan resolution
 - f. Forward lap, side lap, allowable tip, allowable tilt, allowable crab of imagery
2. The camera system shall have the resolving power Average Weighted Area Resolution (AWAR) of at least 90 lines/mm.
3. Flight directions shall preferably be in cardinal directions and orthogonal (either North/South or East/West). It is preferred to include cross flights to tie the ends of flightlines together.
4. Only late-winter/early-spring flying shall be accepted.
5. The Vendor shall prioritize the acquisition of West Virginia imagery and preferably have more than one aircraft standing by (and in their immediate control) for the limited number of days usually acceptable to capture imagery. Vendors shall indicate whether they intend to have aircraft on-site within West Virginia available during clear weather conditions and for what duration aircraft will remain on-site.
6. The SAMB understands that 100' design scale mapping usually occurs before surrounding 400' design scale maps are produced (higher resolution maps should be used to control and connect the lower resolution features). In this project, it may be necessary to contract for some 100' design scale maps after the 400' design scale maps are produced. Where reasonable to do so, the 400' design scale photography should continue through the 100' design scale areas to minimize edge effects during the aerotriangulation process and to facilitate controlling the later 100' design scale mapping.

3.5.1.3 Imagery Type: Natural True Color (24 bit)

Photography or digital imagery shall be the equivalent of natural true color, minimum 24-bit, to include 256 levels of value for each color band (Red, Green, Blue), with 0=black, 255=white. The highest natural color film resolution available or equivalent sensor shall be used.

3.5.1.4 Temporal Requirements

All imagery shall be collected during the Late Winter / Early Spring calendar year 2003 flying season (approximately mid-February to mid-April) -during maximum leaf-off conditions for deciduous vegetation in West Virginia. The sun angle shall be 30 degrees or greater unless otherwise negotiated. To the extent possible, no clouds, snow, fog, haze, smoke, or other ground obscuring conditions shall be present at the time of the flights. In the eastern highlands of the state, where there are several ski resorts and natural snow cover can persist through April, final criteria for allowable snow cover and leaf-on conditions will be determined at the Project Initiation meeting. The Vendor is encouraged to offer alternative solutions to counter the potential snow cover problem. Initial film or image processing shall remove the systematic effects of vignetting, lens fall-off, and filtering and shall use the best available dodging techniques to do so.

The State reserves the right to reject and have the Vendor redo any or all photography or imagery pertaining to problems including but not limited to, coverage, overlap & sidelap, Airborne Global Positioning System (ABGPS), quality, resolution, low sun angle, tone or contrast, or artifacts, etc., at no extra cost to the State unless the Vendor and the State had previously agreed in writing that a given condition is allowed.

3.5.1.5 Tile Size by Resolution/Scale

The Vendor shall propose the most appropriate scale or equivalent Ground Sampling Distance (GSD), flying height and number of tiles to accomplish each of the following requirements.

STATEWIDE:

Design or equivalent map scale: 1:4,800 (1"=400');

Medium pixel resolution: 2-foot GSD*;

Tile grid size: 10,000' x 10,000';

Maximum flying height shall be 14,400 feet above terrain if 6" focal length camera is used.

SUPPLEMENTAL URBANIZED AREAS:

Design or equivalent map scale: 1:1,200 (1"=100');

High resolution pixel resolution: 0.5-foot GSD*;

Tile grid size: 2,500' x 2,500';

Maximum flying height shall be 3,600 feet above terrain if 6" focal length camera is used.

[Vendors may offer alternative configurations that meet or exceed the above minimum requirements.]

3.5.1.6 *Extent and distribution of imagery*

Using the master index map concept, the Vendor shall submit planned flight lines depicting approximate exposure centers to the State for review prior to ground control surveys and at least thirty (30) days prior to scheduled image capture. The backdrop as a minimum should depict state, county, and metro area boundaries with names and the major transportation and hydrographic features. A USGS 1:100,000 scale topographic map base is also acceptable.

The Vendor shall describe the optimal estimated distribution and geographic extents for 2-foot GSD and optional 0.5-foot GSD digital orthoimagery. The exact extents and distribution of tiles for each resolution of imagery, will be finalized in consultation with the Board and the SAMB Project Manager during contract negotiations.

The following criteria shall apply:

Mandatory standard mapping: 2-foot GSD: 2-foot GSD orthoimagery shall be collected for the entire co-terminus extent of the State of West Virginia (25,000 square miles, more or less, including minimum buffers along border areas).

[Instructions to Vendor: Use Attachment A to describe standard and optional tasks for 400' design scale mapping statewide.]

Additional 100' design scale areas of 0.5-foot GSD.

Case 1, supplemental urbanized areas having defined mapping extents. These areas are likely to be included as part of the initial contract, scheduled to start in the 2003 spring flying season. Initial coverage at 100' design scale to include the following most populous or high-growth potential counties, divided into these logical project areas:

1. Kanawha Valley: Wayne (north half), Cabell, Putnam, Kanawha*
2. I-77/64 Corridor: Fayette, Raleigh*, Mercer
3. I-79 Corridor: Monongalia, Marion, Harrison
4. Northern Panhandle: Hancock, Brooke, Ohio, Marshall
5. Eastern Panhandle: Berkeley*, Jefferson*, Morgan, Mineral (Cumberland MSA vicinity)
6. Wood County

An asterisk (*) indicates those counties that have acquired aerial photography of recent vintage (two years or less) that the selected vendor in cooperation with the SAMB Project Manager should evaluate for its utility and incorporation into the proposed scope of work before flying commences in Spring 2003. If data from any of these areas are deemed suitable for inclusion, the work associated with the conversion, enhancement and upgrading of these data into deliverables consistent with those specified herein shall be described and otherwise included as part of negotiations

The initial estimation of the extent and distribution of 0.5-foot GSD coverage (defined Supplemental Areas 1-6) were approximated using the Bureau of Census Metropolitan Statistical Area (MSA), Urbanized Areas (UA) and Incorporated Places designations for West Virginia as determined by the 2000 Census. These areas were compiled by the SAMB Project Manager to create a preliminary grid coverage map for the state (see Attachment D). The Vendors shall use the included grid map as a guide to determine the extents of statewide 400' design scale and supplemental 100' design scale in their respective proposals. Reference maps and coverages of the Census data as well as the prepared grid map will be made available for ftp download electronically from the WV GIS Technical Center website. <ftp://ftp.wvgis.wvu.edu/wvsamb/eoi-sam0202/maps>. The final extents and distribution of each imagery resolution for this project will be determined during contract negotiations. The index map is currently undergoing review by the counties listed above and may be revised.

[Instructions to Vendors: Use Attachment B to prepare standard and optional tasks for each of the six pre-defined supplemental mapping areas at 100' design scale.]

Case 2, areas having currently undefined mapping extent. These areas are NOT likely to be included as part of the initial contract but may be activated during 2003 or in subsequent project years as interest and funding allows. The SAMB or individual counties may choose to contract these areas separately as well. For estimating purposes, additional optional mapping at 0.5-foot GSD orthoimagery may eventually include the following whole counties or portions thereof, divided into these rational project areas:

1. McDowell, Wyoming
2. Mingo, Logan, Boone
3. Other incorporated areas and county seats not already acquired
4. State Parks and Forests, Significant Physical Features (i.e., New River Gorge), or Cultural or Historic significance (i.e., Moundsville, etc.)
5. Other areas of special significance (mining sites, flood plains, etc.)

It is anticipated that some counties and municipalities, in conjunction with other stakeholder groups (for example FEMA, County Commissions, Public Service Districts [PSDs], etc.) may request, through SAMB, to add additional areas. For these undefined mapping extent areas, the vendor shall be asked to negotiate per square mile estimates including volume discounting based on extent mapped for these types of areas. Unless otherwise negotiated, fees shall remain fixed for a period of 18 months following the end of the initial contract.

[Instructions to Vendor: Use Attachment C to prepare estimates for standard and optional tasks for undefined mapping extent areas at 100' design scale. The Vendor should be prepared to discuss per square mile cost estimates during negotiations. DO NOT include cost estimates in this section.]

3.5.1.7 Orientation and Units

Imagery for the project will be referenced to the North American Datum of 1983 (NAD 83) horizontal datum using the latest adjustment and the North American Vertical Datum of 1988 (NAVD 88) vertical datum. The National Geodetic Survey (NGS) GRFP 99 model shall be used in the derivation of orthometric heights. Imagery shall be oriented to the West Virginia State Plane North and South zones using U.S. Survey Feet.

3.5.1.8 Camera and Focal Length

Cameras or digital sensors shall account for Forward Motion Compensation (FMC). A six-inch focal length camera shall be the nominal requirement. If a 12-inch focal length camera is used, alternative flying heights may be acceptable as long as other requirements can be met. Other sensor types and configurations may be used subject to the Vendor's meeting all relevant and equivalent specifications.

3.5.1.9 Overlap

Imagery shall be near vertical and adhere to the minimum forward and sidelaps as specified within the ASPRS standard. The Vendor is cautioned that the State expects the aerial team shall meet these minimums in spite of large fluctuations in elevation so the aerotriangulation process remains solid.

3.5.1.10 Airborne Global Positioning System (ABGPS)

ABGPS flight navigation system shall be used to accomplish pinpoint color aerial photography on predetermined camera exposure stations resulting in a regular spatial grid format. Vendors shall propose their approach for ABGPS solution.

The accuracy of existing ground reference stations for use with Airborne GPS shall be within 2-centimeters or better as defined in the *FGDC-STD-007.2-1998, Geospatial Positioning Accuracy Standards Part 2: Standards for Geodetic Networks*. Existing control from the National Spatial Reference System (NSRS) database, which meets the FGCS document *Geometric Geodetic Accuracy Standards Specifications For Using GPS Relative Positioning Techniques* (1989), can be used if it is of Second Order, Class I.

Camera exposure station coordinates shall be determined from ABGPS techniques. Two Global Positioning System (GPS) ground reference stations shall be preferred. At least one of these stations shall be in the project aerotriangulation block area.

Standard deviations of GPS coordinates at the exposure stations based on the post processing of the raw AGBPS positions against two or more base stations in both the forward and backward directions shall average to be less than 10 cm. Additionally 95% of the centers shall have deviations under 15 cm and 99% of them shall be less than 20 cm.

Currently only one Continuous Operation Reference Stations (CORS) operates in Beckley, WV (http://www.ngs.noaa.gov/CORS/WV/Virginia/wvirenia_bkly.html)

3.5.1.11 Alternate Sensor Capabilities

SAMB will consider the use of compatible digital cameras or multispectral sensors that are demonstrated to be able to produce imagery that meets or exceeds the performance criteria of this solicitation. Regardless of the image capture technology used, the quality of the final orthoimagery product, as specified herein, must be achieved. The Vendor shall describe any proposed alternative technologies and the anticipated risks and benefits to the project. Self calibration and in-situ calibrations may be accepted in lieu of USGS camera calibration for sensors other than analog mapping cameras. Prior calibration data shall be submitted for any non-traditional imaging sensors. The Vendor shall also plan to discuss any associated differences in costs using proposed alternative technologies during the Vendor negotiations. *[However DO NOT include any cost or pricing information in this section. Costs will only be considered during the negotiation phase with the successful vendor].*

3.5.2 PROJECT CONTROL AND ORIENTATION

3.5.2.1 Project Control

All ground control for the project must be tied to the West Virginia High Accuracy Reference Network (West Virginia HARN 2000) and must be established by a professional licensed to practice land surveying in the State of West Virginia.

Any control established for use in the project shall be secured in accordance with the National Geodetic Survey (NGS) standards and all coordinates and data should be of acceptable quality to meet Second Order, Class I specifications unless otherwise specified herein.

The vertical control shall, at a minimum, shall be surveyed to meet the Third Order vertical accuracy specifications in NAVD 88 datum unless otherwise specified herein.

Horizontal accuracy: Expected combined local and network accuracy at 95% confidence of less than or equal to five (5) centimeters (approximately 0.20 feet) as determined by the residuals of the network adjustment.

Vertical accuracy: Expected combined local and network accuracy at 95% confidence of less than or equal to five (5) centimeters (approximately 0.20 feet) as determined by the residuals of the network adjustment.

3.5.2.2 Ground Control Requirements

The Vendor shall describe in detail how horizontal and vertical ground control will be established, and how the imagery will be referenced to both horizontal and vertical ground control. The Vendor shall be prepared to discuss which control survey specifications or standards may be too cost prohibitive, and if so shall suggest alternative standards during negotiations. *DO NOT include any cost information in this section.* The SAMB shall have sole discretion to approve alternative approaches to the survey.

3.5.2.3 Procedures

1. The Vendor shall be responsible for establishing a ground control plan of sufficient density and accuracy to perform the required orthophoto mapping (and if selected, optional contouring) at the required accuracies.

2. The Vendor shall determine whether or not to panel the control points such that the specified accuracies can be met. Paneling is recommended.
3. A minimum of one (1) control point shall be located at the corners and major indentations and inflection points of each block solution. In cases where there are large bodies of water (lakes and rivers) that define the block boundaries, additional control shall be located along the hydrographic features to stabilize the block geometry.
4. The existing CORS stations and other conforming NGS approved stations shall be used to constrain the network adjustment.
5. All coordinates and residuals shall be reported in latitude, longitude and ellipsoidal height and *using the specified datum and projection coordinates and units of measure.*
6. The Vendor shall provide written documentation that the published coordinates for monumented points used to constrain the network are based upon GPS-derived observations adjusted to the existing CORS.
7. Surveys to establish these horizontal control points shall use differential, dual-frequency Global Positioning System (GPS) receivers.
8. Any additional required vertical control shall be derived from GPS surveys using the specified geoid to determine orthometric heights in the specified unit of measure.
9. Offsets to horizontal points shall not be allowed. Aerotriangulation control points shall normally be placed at the elevation of the surface DTM so they can be used to QA the DTM and resultant orthorectified maps.
10. Ground control shall be required for verification and QA, regardless of the orientation sensors available on board the aerial platform used for capture of the digital imagery.
11. In addition to surveying the needed photo control points required for aerotriangulation, and at the Vendor's expense, a minimum of 25 additional, blind, *aerotriangulation (AT)* QA points shall be established and measured in the office and field overall per 400' equivalent scale AT block with at least 6 well-distributed QA points per 100' equivalent scale aerotriangulation block. These points shall be selected for the Vendor's survey team by the project manager and vendor photogrammetrist and approved by the State.
12. AT QA points generally shall be placed at ground level (also to be used to check the DTM), be visible on the photography and resultant orthophotos and be located within stereo models along the edge of each block (generally at the corners) and at least 500 feet from other control points. No offsets to poles or other features are allowed. The GPS coordinate values for these blind QA points shall be delivered *only* to the State and not to the aerotriangulation team. *The survey professional shall sign and certify in writing that the production staff did not and shall not have access to the coordinates of QA points for any reason.*

13. In addition to surveying the needed photo control points and blind QA points required for aerotriangulation, the Vendor shall have the surveyor provide a minimum of 20 additional, blind, photo-identifiable *orthorectification* QA points which shall be established and measured in the field *for each tile delivery lot*. These points shall be interspersed throughout the delivery area away from the QA points used for aerotriangulation. The general layout shall be shown on the master index map for approval by the State. The coordinate values for these blind QA points shall be delivered *only* to the State. *The survey professional shall sign and certify in writing that the production staff did not and shall not have access to the coordinates of orthorectification QA points for any reason.*

3.5.2.4 Processing

1. All GPS surveys shall be performed using post-processed static differential survey techniques.
2. The network or sub-network for each survey shall consist solely of independent, non-trivial baselines. Cross-ties shall be used between stations whenever 10 legs observation lines separate stations or the geometry of the network is such that isolated sub-nets exist.
3. At least half the stations shall have two independent measurements.
4. Only processed baselines that have fixed ambiguity resolutions shall be included in the network.

3.5.3 PHOTOGRAMMETRIC PROCESSING

All processing shall be performed in the softcopy environment.

3.5.3.1 Scanning

If film is scanned, the Vendor shall scan using an aperture (pixel size) that is no finer than the effective resolving power of the combined film and lens system. For an 80 line pairs per millimeter color infrared film, the minimum resolving power is 1/80 mm or 0.0125 mm (12.5 microns). Scan resolution shall not exceed 20 microns for aerotriangulation solution.

Where a film-based camera is proposed, image scanning shall be performed directly from the original color aerial film. The same imagery shall be used both for performing aerotriangulation as well as processing for DTMs, compilation and orthophotography.

Scans shall be produced such that the orthorectified imagery can meet the stated specifications for uniform color, tone, contrast and clarity. Any negative systematic effects of exposing, processing and scanning shall be eliminated in the resultant digital files prior to orthorectification. Even if the color balance and contrast of the scanned images are deemed acceptable, the final color and contrast of the orthorectified files may need to be further enhanced and balanced.

3.5.3.2 Analytical Aerial Triangulation

Combined AGPS supported automatic aerotriangulation with all sensors data shall be carried out for photo control point densification using Least Square Matching (LSM) techniques at a

minimum. Large blocks shall be formed as far as possible. The main consideration for block size shall be the efficiency of data processing and management.

The aerotriangulation accuracy measures shall be:

1. Accuracy of image observations $\sigma_0 \leq 6 \mu m$ [Over 6 microns is subject to review.]
2. RMSE in height at check points: 1/10,000 of flying height is required.
400' design scale; RMSE = 1.44'
100' design scale; RMSE = 0.36'
3. RMSE in E and N at check points: 1/10,000 of the flying height.
400' design scale; RMSE = 1.44'
100' design scale; RMSE = 0.36'
4. μx and $\mu y < 6 \mu m$ as RMS residuals at the image points.

Aerotriangulation Processing and QA Measurement Requirements:

1. It is highly recommended to use cross flights at the ends of flightlines.
2. The Vendor shall describe the photogrammetric equipment, software, and procedures to be used to accomplish the orientation.
3. The camera or sensor shall use airborne positioning (ABGPS) and may use as necessary angular orientation devices (IMU) to reduce the necessity for extensive ground control.
4. Analytical aerotriangulation using a rigorous bundle block adjustment shall be required if an IMU is not used.
5. Any alternative proposed process to orient imagery to ground control shall be described in detail, including how the alternative process will allow the required accuracies for the delivered orthoimagery to be met.
6. The State shall direct the Vendor to select, document and survey 25 overall or at least 10 blind QA points per aerotriangulation block. The Vendor's survey team shall provide the State, and not the aerotriangulation or production staff, reduced coordinates for these points in spreadsheet format.
7. The QA point field coordinates shall be checked against the aerotriangulated values using NSSDA procedures.
8. Performance criteria is for NSSDA analysis [of 20+ QA points] is for QA points to be within 1.73 RMSE for appropriate scale.

9. The aerotriangulation solution shall be able to output theoretical accuracy of the block adjustment.

3.5.3.3 Planimetric Vector Compilation

Limited compilation of planimetric features shall be compiled in stereo to assist the addressing process. These and other map features will be used for developing and maintaining structure addressing, road inventories, designation of emergency service zones (ESZ), Master Street Address Guide (MSAG) & Address Inventory databases, etc. The Vendor shall not be responsible for assigning proper names to identified features.

3.5.3.3.1. Planimetric Transportation Features (3D)

Road Centerlines

- *Lines:* This feature shall represent the following road types: interstate, US, state, county, township, and city roads and streets. This feature should also include all exit/entrance ramps, connectors and other methods of egress for limited highway systems.
- Each category of road shall have its own feature type (e.g., Spatial Data Standards for Facilities, Infrastructure and Environment [SDSFIE] entity set, or other equivalent). Information on the SDSFIE can be found at:
<http://tsc.wes.army.mil/products/TSSDS-TSFMS/tssds/html/>
- It is preferred, but not required, to stereo digitize transportation features in a consistent direction, i.e., from south to north and from west to east.

Railroad Centerlines

- *Lines:* This feature shall represent all active railroad lines. Abandoned railroad right-of-way and those lines converted to rail-trails shall be identified where possible.
- Each category of rail line shall have its own feature type (e.g., SDSFIE entity set, or other equivalent).

Driveway Centerlines

- *Lines:* This feature shall represent all driveways over 200' in length, driveways leading to two or more addressable or habitable structures, and all "tertiary" roads such as forestry & game land roads, logging roads, utility line roads, mining roads, etc.

Overpasses, Bridges and Tunnels or Ferry Routes

- This feature shall represent all tunnels, bridges and overpasses or ferry routes as 3D closed *polygons*. Multi-level bridges shall each be represented as unique features, one for each level. Railroad tunnels, culverts, trestles and bridges shall be so designated.

- Transportation centerlines shall be continuous when they cross bridges or enter tunnels.

Naming of Features. Above Feature types shall not be named.

3.5.3.3.2. Planimetric Structures

- *3D Centroids:* This feature shall represent the stereo compiler's best effort to recognize and digitize any and all individual "habitable" or "addressable" structures (such as houses, trailers and mobile homes, garages, barns and sheds, office buildings, schools, churches, social halls, sports arenas, stores, hospitals, etc.) where individuals may reside or gather for business, meetings, entertainment, recreation, religion, or any other social events. Both single and multi-addressable 'habitable' or 'addressable' structures shall be assigned centroids. No field validation is expected or necessary by the photogrammetrist. However, for the purpose of having the State later estimate the number of occupied floors in multi-addressable structures, building centroid elevations shall be determined. (This is accomplished by placing the floating dot at the level of the higher set of eaves of the structure or at the highest roofline that appears to be at ceiling level of the top floor (not the peak of the roof). After obtaining an intelligent elevation, slide the centroid horizontally such that it is in the building near the center.)
- *Polygons:* Larger and readily identifiable multi-addressable structures such as apartment buildings, shopping malls, industrial complexes, military sites, etc., shall have the footprints stereo digitized as well as having a 3D centroid placed within the bounds of the structure.
- Structure Features shall not be assigned names.

3.5.3.3.3. Planimetric Hydrographic Features

Hydrographic Features

- This feature shall represent all bodies of water such as lakes, reservoirs, ponds, rivers, streams, etc.
- Each category of feature shall have its own unique feature type (e.g., SDSFIE entity set, or other equivalent).
- Streams and Rivers shall be represented as 3D lines. Only streams with visible water shall be collected. Streams shall be single line up to 10 feet wide for 100 scale, or 50 feet wide for 400 scale. Double lines, representing left and right bank, shall be collected where those dimensions are exceeded.
- Lakes and Ponds as polygons. Lakes and ponds shall not be differentiated. Only lakes and ponds with visible water shall be collected. The minimum dimension for collection shall be 100 feet in length or width. Lakes and ponds shall be level and shall be considered exclusion areas in the Digital Terrain Model (DTM) processing.

- Swamps and Marshes as *polygons*. Swamps and marshes shall be considered the same feature class and shall not be further be differentiated. Only clearly identifiable swamps and marshes shall be collected. The minimum dimension for collection is 1000 feet in length or width.
- Intermittent features (water not present at time of photo) shall not be collected.
- No flow direction will be required, but consistent digitizing in one direction (e.g., upstream) is preferred. In any case, the breaklines will be in 3D so flow direction may be inferred.
- No hydrographic feature names or reach codes shall be required.
- Lines shall have single coordinate triplets where they meet and shall not have undershoots or overshoots where the lines normally come together.
- All hydrographic features shall be collected at the visible land-water interface.
- Edgematch within and between production blocks shall be required.
- Hydrographic features in the DTM, when overlaid on the final orthophoto, shall appear within 3 pixels of the same feature on the orthophoto with 90% confidence.
- Hydro lines shall be continuous (if the feature is continuous, visible and identifiable), but not edited for topological integrity or connectivity. Lines shall be continuous (elevation estimated) when passing under bridges.
- Elevation values shall be within the vertical accuracy specification for the respective scale.

Dams and Spillways

- Dams and Spillways, shall be defined as points or polygons to the extent they are visible and identifiable. Other critical features such locks, canals, etc. shall be identified also.
- Each category of feature shall have its own unique feature type (e.g., SDSFIE entity set, or other equivalent). No names of features shall be assigned.

3.5.3.3.4. General Planimetric Features Delivery Specifications

- All planimetric features shall be delivered in ESRI shapefile and associated .dbf attribution tables compiled as necessary to deliver these planimetric features per 50,000' x 50,000' tile set. Partial tiles containing planimetric data are acceptable. The Vendor shall avoid creating artificial nodes between stereomodels and the smaller tile boundaries. The Vendor will be required to identify unique feature subclasses in transportation, hydrography, and structures. An example of the classification that may be required is the Spatial Data Standards for Facilities Infrastructure and Environment (SDSFIE) for transportation, hydrography, and

buildings entity sets. Final feature class designations will be proposed by the Vendor and shall be approved by the State.

- A second set of transportation centerline features shall also be delivered in a MicroStation .dgn format using the current West Virginia Department of Transportation (WVDOT) CADD Standards. These standards have been incorporated into a MicroStation macro that will place drawing data onto the proper level, with the established line weight, color, style, text sizes, and so on using the WVDOT Resource Files. Inconsistencies between these specifications and the WVDOT standards shall be discussed and resolved in the vendor's response. The WVDOT CADD Standards can be found at:

http://www.wvdot.com/9_consultants/9b_designaids.htm

- Each feature shall be collected with its own unique code to facilitate translations and topological processing. Transportation data shall be processed and edited such that topology builds error-free.
- The 3D elevations associated with the transportation and hydrographic features shall be used to improve the DTM surface. The transportation and hydrographic features shall be placed as coded breaklines within the ASCII text file used to deliver the DTM files as well as being used and delivered in ESRI shapefile format.
- The largest available scale of imagery shall be used to collect all planimetric and elevation features.
- The Vendor shall edit the transportation features for topological integrity and connectivity. Polygon features shall be closed. There shall be 100% coordinate and logical edge matching between and within tiles. Roads shall be broken at true intersections. Overpasses and underpasses shall not break.
- All dangling and pseudo nodes shall be checked for validity. Invalid dangling and pseudo nodes shall be eliminated.
- Digital features shall not extend beyond the neat line of each modular tile as defined in the digital planimetric mapping specifications.
- Line and polygon features shall appear smooth when plotted at the respective design scales.
- Planimetric features shall adhere to the same horizontal and vertical accuracy specifications as the orthophoto products.
- Vendor shall include a QC process that inspects the compilation process for completeness and accuracy and deliver the completed QC forms to the State.

Vendors shall otherwise propose all necessary procedures needed to develop and deliver a digital map base that will assist addressing contractors to graphically locate the source of a 911 call.

3.5.3.3.5. Planimetric performance criteria

Transportation: 99% of identifiable transportation features shall be properly collected.

Structures: 90% of identifiable addressable structures shall be properly collected.

Hydrography: 95% of identifiable hydrographic features shall be properly collected.

Where no size criteria is listed, the maximum allowable omissions are 1/4" at map scale in length and/or width.

3.5.3.4 Orthophoto Rectification, Mosaicking and Processing

3.5.3.4.1. Rectification

1. To minimize vertical distortion of above ground features, orthorectification shall be restricted primarily to neat model areas, using the centers of each model rather than every other model.
2. Overpasses/bridges along roadways shall retain correct horizontal location and geometry. Features (especially roads under the overpass) that approach the underside of the overpass/bridge shall be rectified to their correct ground locations. The practice of assuming the DTM under and around the elevated overpass is at the same elevation as the overpass for purposes of orthorectification is unacceptable. Some smears will be allowed where the TIN surface is near vertical between the overpass/bridge and the ground beneath and imagery is missing due to the perspective view. These smears shall be patched from similar nearby imagery whenever practical to do so.
3. Smears shall generally be removed except in situations pre-approved by the State.
4. Cubic convolution sampling shall be used unless otherwise approved by State.

3.5.3.4.2. Radiometric Performance Criteria

The digital orthoimagery within each state plane coordinate zone shall be generally seamless. The imagery will be geometrically and radiometrically correct and match seamlessly without noticeable differences. Ortho-rectification and mosaicking shall result in producing ortho imagery having sharp uniform balanced color contrast, and containing minimum scratches, artifacts, or dust, consistently across the database.

Radiometry acceptance criteria shall be determined jointly through consultations between the Vendor and the SAMB Project Manager by processing small prototype signature areas. These sample areas shall be submitted to the SAMB Project Manager for review. Once the optimal characteristics have been approved by the SAMB Project Manager, all other images shall have their contrast and brightness values adjusted to that of the prototype signatures. The goal is to produce digital imagery of near consistent tone and contrast throughout the state, as well as within single images.

The Vendor shall ensure imagery is quality controlled at all stages and be, edge matched, free from double image 'ghosting' effect at the mosaicking edges, and sharp without blurring effect.

3.5.3.4.3. Radiometry

The difference in average pixel values on either side of a mosaic seamline shall not exceed 70 density units, when measured on a homogeneous surface with similar characteristics (water surfaces are exempt from this requirement). Greater differences may be allowed, upon approval by the SAMB Project Manager, if the correction will cause significant degradation of the image content on either side.

Blemishes, scratches and dust performance criteria: These artifacts, when viewed at the intended mapping scale, shall be generally acceptable within these limits:

If 1 pixel wide but less than 100 pixels in length.

If 2 pixels wide but less than 60 pixels in length.

If 3 pixels wide but less than 20 pixels in length.

If 4 - 8 pixels wide but less than 10 pixels in length.

Clusters of artifacts that do not individually meet these criteria shall be considered unacceptable if more than 10 are visible within a viewing screen at 1:1 zoom.

Artifacts exceeding these limits shall be acceptable if ground feature detail is not obscured, or if the brightness value of the pixels in the artifact is under 170. Otherwise they shall be removed.

3.5.3.4.4. Smears

Smears shall be corrected by adding mass points or breaklines to the delivered DEM as necessary to reflect actual terrain or by image processing where appropriate. Where DTM corrections or image processing will result in reduced horizontal accuracy or misrepresentation of the location or appearance of important features (structures, roads, etc.), the smear may remain untreated.

3.5.3.4.5. Mosaicking

1. Match lines shall be selected interactively. Match lines are only allowed where adjacent rectified images lie at the surface of the DTM used to create the orthoimages and are at the same elevation. Limited exceptions may be allowed in heavy tree cover subject to prior review and approval from the SAMB Project Manager in advance of delivering these areas.
2. Mosaic lines shall not cross through buildings, bridges or other man-made structures not at ground level unless suspended or unavoidable. Join lines between overlapping images shall be interactively selected to minimize tonal variations and visible join lines.
3. 90% edge pixels along tested mosaic lines for well defined features to match within two GSDs. Remaining 10 percent to match within 3 pixels. Tiles shall be mosaicked so the

images appear to be completely seamless when displayed or plotted at equivalent design scales.

4. There shall be no overlap or underlap or slivers of pixels either within or between tiles.
5. A majority of sun flares on water bodies shall be removed prior to delivery by inserting non-flared pixels of similar characteristics.
6. The images shall be edge matched so that tonal values are consistent across the edges and there is minimal evidence of the join. One or more reference images, approved in advance by the State, shall be used as reference.
7. There shall be minimal measurable radiometric seams within or between flightlines, stereomodels, or tiles. Deliverables shall include additional adjustment of radiometric values as necessary to accomplish tonal consistency across images.
8. Radiometric adjustment shall include color balancing, overall tone adjustment and brightness and contrast enhancements of the imagery over the entire project. Dark and light areas shall be evened out.
9. Where a 100' design scale tile meets a 400' design scale tile, maximum relative shift shall be equal to or less than five feet (5') on well defined ground features (roads, sidewalks, curbs) with an overall seven foot (7') maximum on all measurable features.

3.5.3.5 Onboard Sensors

The use of a digital camera, Inertial Measurement Unit (IMU) and other technology such as LIDAR is optional. Regardless of the methods or technologies used, the quality of the final product as specified in this Section must be achieved. The Vendor shall specify what alternative technologies are employed during image acquisition and/or post-processing.

3.5.3.6 Digital Terrain Model (DTM)

The Digital Terrain Model (DTM) developed for this project shall be of the quality required to support development of digital orthophotography at the parameters specified and meet a minimum vertical DTM accuracy. The DTM surface shall be delivered for acceptable use for future image orthorectification (possibly having different perspective centers) and 3D visualization.

3.5.3.6.1. Vertical Accuracy Specification

The elevation data collected for this project shall support the development of digital base mapping that meets a NSSDA vertical DTM accuracy standard sufficiently accurate to meeting the horizontal standards for orthorectification and creates a DTM with the following minimum accuracy. ASPRS vertical accuracy standards shall not be used.

1:4,800 (1"=400' design scale) areas:

DTM data expressed in TIN format shall further be compiled and then tested to meet a vertical accuracy standard of ten (10) feet at 95% confidence level consistent with NSSDA.

Optional 1:1,200 (1"=100' design scale) areas:

DTM data expressed in TIN format shall further be compiled and then tested to meet a vertical accuracy standard of four (4) feet at 95% confidence level consistent with NSSDA.

[According to NSSDA, accuracy at the 95% confidence level is defined to be equal to 1.96 times the RMS error as calculated by using test points to compare elevations interpolated from the delivered TIN with elevations derived from higher order surveys for the same horizontal positions.]

A DTM developed to support contour mapping is not within the scope of this EOI, but shall be considered as an option, and should be stated as an option in the Technical portions of the proposal.

3.5.3.6.2. Elevation Data Specifications

1. The planimetric features (transportation, hydrography) and additional breaklines (such as walls, ditches, ridges, valleys and other prominent visible ground surface features) shall be used to properly define the terrain.
2. Standing water bodies shall be level. Streams and rivers shall have breaklines along the water surfaces and along inflection points along the banks.
3. In order to avoid unnatural visual appearance of bridge decks, interstate overpasses, railroad trestles and similar features in the digital orthoimagery, edge of pavements at all levels shall be included as break lines with the elevation values associated with those features and included in the DTM.
4. DEM data shall have a vertical accuracy sufficient to meet the horizontal accuracy requirement to produce orthophoto maps and create elevation surfaces useful to portray 3D visualization surfaces, further specified below.
5. DTM data expressed in TIN format shall further be used and tested to meet a vertical accuracy stated previously. The State may rely on A/T passpoints and perhaps other field survey points to assess accuracy.
6. Whether photogrammetric compilation, LIDAR, IFSAR, or another sensor technology is used, elevation deliverables shall meet the same vertical accuracy specifications.
7. The Vendor shall deliver a continuous DEM surface with no disjoints, overlap or underlap between models or tiles.
8. The State acknowledges that NON-OPTIONAL, DTMs shall be collected only to meet orthorectification and 3D visualization accuracy and will not be trustworthy to be used for contour generation.

3.5.3.6.3. Over-Edge

The DTMs shall be compiled over-edge at least 1 inch at map scale beyond the neat boundary of the project area to eliminate edge effects.

3.5.3.6.4. Elevation Data QA Process

1. The Vendor shall otherwise indicate the process used to collect and QA elevation data.
2. Vendors shall use blind AT and ortho QA points to determine the integrity of the elevation surface.
3. Vendors shall later interpolate elevations from the derived TIN surface using the measured **horizontal** locations from the AT and orthorectification QA process and report the interpolated TIN elevations to the State QA team, who will compare them with field-derived elevations.
4. Vendors shall not use stereo model measurements to measure Z values. Instead the delivered TIN file data shall be used.

3.5.4 PROJECT MANAGEMENT, CONTROL AND DELIVERABLES.

3.5.4.1 Off-shore labor

The Vendor shall specify the types and extent to which off-shore labor is utilized in the performance or work related to this EOI. The SAMB has a stated preference for the use of domestic production resources where possible. However, the SAMB understands that in a competitive global economy, the use of exclusively domestic labor may not be feasible or practical, either technically or economically. *Vendors will be required to submit a Federal Form SF-328 pertaining to foreign interests, and during negotiations will be asked to provide separate cost estimates based on the use of domestic versus off-shore labor for specific identified tasks.*

3.5.4.2 Management Plan

The Vendor shall propose a management plan for the project, which clearly establishes lines of communication, authority and responsibility with regards to management of the project. The plan must be developed to demonstrate efficient and effective communication on all aspects of the project and to minimize the administrative overhead of SAMB. The plan must also state how the Vendor will ensure that SAMB will receive the deliverables specified above, and in a timely manner that will fit into SAMB's overall purpose and mapping and addressing system. The management plan shall include at a minimum the following items:

3.5.4.3 On Call Point of Contact

An individual or a team of individuals shall be identified by Vendor and contact information provided that will allow SAMB to contact the Vendor's "Point of Contact" anytime during regular business hours (i.e., 8:00 AM to 5 PM), Eastern Standard Time.

3.5.4.4 Project Initiation Meeting and Project Plan

The Vendor shall meet with SAMB within two (2) weeks subsequent to Contract award to review the required Vendor project plan.

The Vendor will present the project schedule and project plan and if possible, the initial flight plan for review and approval by SAMB at the project initiation meeting. The Vendor shall provide a timeline for final flight plan presentation and approval, control survey plan, delivery schedule for all products, and provide a time frame for the State to respond.

The master index map shall be under development and at a minimum include the preliminary tile boundaries (as polygons), state boundary, county boundaries, major metro areas and associated annotation and flightlines already determined.

The Vendor shall summarize all pertinent issues, clarifications and proposed changes resulting from the meeting and shall distribute them to the SAMB for approval within five (5) working days after the project initiation meeting

3.5.4.5 Post-Flight Evaluation Meeting

The Vendor shall meet with the SAMB immediately following the completion of the Spring 2003 flying season, and no later than May 15, 2003. The purpose of this meeting is to evaluate the success of the spring aerial photography acquisition, and to consider alternatives for gaps where weather conditions or other factors precluded successful acquisition of aerial photography. Any deficient areas shall be included during the Spring 2004 flying season at no expense to the State.

The Vendor shall initially provide the State, as soon as it becomes available, several completed and processed sample frames of imagery (as diapositives) representative of each set of flight conditions that may affect image quality. The State shall select the preferred frame or frames to be used by the Vendor as a template that guides subsequent deliverables and by the State to QA the resultant orthoimagery deliverables.

The Vendor shall summarize all pertinent issues, clarifications and proposed changes resulting from the meeting and shall distribute them to the State for approval within five (5) working days after the initial post-flight evaluation meeting.

3.5.4.6 Status Meetings

The Vendor shall, at a minimum, participate in four (4) additional meetings in Charleston, West Virginia in July 2003, September 2003, November 2003, and January 2004, unless deemed unnecessary by SAMB in consultation with the SAMB Project Manager. Up to two (2) additional meetings may be scheduled as required upon mutual consent of the Vendor and SAMB in consultation with the SAMB Project Manager at no additional cost to the State.

3.5.4.7 Status Reports

The Vendor shall, at a minimum, provide weekly reports to SAMB by email, updating and documenting the status of the project in relation to the project schedule and identifying any issues or concerns. The Vendor shall develop a secure, limited access Project Management Website to assist in the dissemination of project status information to the SAMB, the SAMB project manager, subcontractors, and other project stakeholders where appropriate.

3.5.4.7.1. Bi-weekly Conference Calls

1. The Vendor shall arrange and initiate bi-weekly conference calls, minimally with the SAMB Project Manager. Calls may be suspended after all flying has been completed upon mutual agreement of the SAMB and the Vendor.
2. Calls shall continue until such time as the State is satisfied that all outstanding technical, financial and contractual issues are properly resolved.
3. A draft agenda shall be delivered via e-mail and precede each call by 24 hours.
4. Conference calls shall be coordinated by and paid for by the Vendor.
5. Issues, decisions and outstanding items shall be documented by the Vendor in Microsoft Word (.doc) format and distributed via e-mail within three (3) working days following each call for signature approval by the State.

3.5.4.7.2. Additional Reporting Requirements

For no additional cost, the Vendor shall be responsible for completion of a variety of administrative and reporting requirements, in a format prescribed by the State, and at times as determined necessary by the State.

The Vendor agrees to use Microsoft Office products (i.e., Word, Excel, Access, etc.) to develop textual reports and otherwise document or communicate. ESRI compatible formats (preferably shapefiles) shall be used to depict spatially indexed items. [The Vendor may use other formats if approved in advance by the SAMB.]

1. E-mail attachments shall be delivered in formats readable by Microsoft Outlook, and compressed as necessary (e.g., using WinZip) to reduce file size where applicable.
2. At a minimum, the Vendor shall submit brief, monthly status reports to the State via e-mail, e.g., as a .doc or .pdf file (followed with a mailed paper copy) having these sections:
 - a. Title page indicating project, Vendor, report date, reporting period.
 - b. Report of all outstanding technical, administrative and financial issues or problems, recommendations to solve, and who has the responsibility to fix the problem.
 - c. Updated master index map in electronic form (.pdf or on CD), updated to contain and reflect status of deliveries.
 - d. Table, spreadsheet or chart (e.g. .pdf, Excel or MS Project file) indicating percent of work completed and delivered by process step (survey, imaging, scanning, orientation, elevation compilation, orthorectification, delivered tiles).
 - e. Recommendations that can improve the working relationship between State and Vendor.

3.5.4.7.3. Master Index Map (Web and as a Deliverable)

The Vendor shall create and use (and at the completion of the project, install on State's computers) an electronic master index map in ESRI compatible format. An updated master index map file shall be made available on the web and also be delivered four (4) times during the project via CD to operate on the State's computer. The intent is to use GIS technology to graphically show the interim and final deliverables superimposed over a set of locator base maps.

The file shall include:

1. An ArcGIS project file that includes all of the reference, backdrop, data and index features.
2. When CDs are delivered, a file name strategy that changes each time the file is updated in the form:

WV_Index_ymmdd.ext, where

WV_Index_ = master index map (uses underscores).

yy = last two digits of year (00-99) for this update.

mm = month (01-12) that this version was updated.

dd = day of this update.

ext = ESRI extension appropriate to the data and application to be used.

3. A documented schema and database design able to track work-in-process, deliveries, acceptance timeframes, etc. The index should include GIS query capabilities so status reports can be generated, as required and approved by the State.
4. A backdrop that allows users to know where they are when reviewing deliverables. The Vendor may use the WV GIS clearinghouse website (<http://wvgis.wvu.edu>) to access state and county and transportation feature shapefiles to serve as the georeferenced vector backdrop to the index map. Alternatively, the SAMB will provide the Vendor with an index map.
5. Tile boundaries for each tile (as polygons) for each type of deliverable shall have attribute fields coded with the X-Y georeferenced coordinates of the lower left corner of the tile, the filename, photo date(s), delivery status (flown, processed, rectified, QA complete, delivered, accepted, etc.).
6. An ability to turn on and off all features of detail.
7. Labeled flight lines and eventually the final imagery exposure stations. (The State and the Vendor shall review the master index map and together add or remove full resolution tiles from the index until the State approves the final limits of coverage. This shall be completed before flight maps are developed.)

8. Labeled survey control point locations and attribution.
9. Other indexed points, lines and polygons linked to a relational database having archiving and status attributes and appropriate labeling.
10. Ability to query Relational Database Management System (RDBMS) attribution and highlight appropriate graphic elements.
11. Presentation default mode that allows hardcopy output to depict progress without confused labeling and linework.
12. Installed on the State's networked computer system at the end of the project and before final payment.

3.5.4.8 Data Deliverables

3.5.4.8.1. Incremental deliveries and sign-off

All final products from successfully collected aerial photography shall be incrementally delivered according to the Vendor supplied project plan as approved by SAMB in consultation with the SAMB Project Manager. Final delivery must be submitted and accepted by SAMB within eighteen (18) months of the start date of the Contract.

3.5.4.8.2. File Name conventions

The File naming conventions will be provided by SAMB at the time of the project initiation meeting. In addition to the Digital Orthoimagery files, delivery of all data products produced in the digital ortho-development process required to facilitate the efficient development of additional planimetric and contour features by a third party Vendor is required. This will include but may not be limited to all film, raw scan digital imagery files along with the aerotriangulation solution and set-up and orientation information for the stereo models, ground control, flight lines and control plans, photo indexes, sensors and the DTM data used for rectification. Additionally the flight plan, control report and Aerial Triangulation report (if required) shall be delivered. File formats for digital products will be finalized between the SAMB and the Vendor during negotiations.

3.5.4.9 Project Survey Control and Blind QA Point Deliverables

3.5.4.9.1. Annotated Network Diagram

The Vendor shall submit a detailed control plan superimposed on the flight plan and proposed aerotriangulation blocks prior to fieldwork showing the location of control and blind QA points to be observed. A network diagram should also show the HARN and other NGS points to be tied to and indicate, using symbols and color vectors, the baselines to be independently observed during each session. The vendor shall indicate the survey standard to be used in conducting the survey.

3.5.4.9.2. Session Report

A schedule (in table form) showing the dates, occupation times, and sessions for each station in the survey shall be provided.

3.5.4.9.3. CD-ROM

Ground control and QA control for the project shall be separately documented with all GPS observation data written to CD-ROM in a non-proprietary format agreed upon between the Vendor in consultation with the SAMB Project Manager.

3.5.4.9.4. Observation Logs

An observation form for each temporary ground control station occupation shall be provided that shall include at least the following information: The form is preferred digitally, but paper is acceptable.

1. Project Name
2. Operator's Name
3. Date
4. Julian Day
5. Receiver Serial #
6. Antenna Serial #
7. Brand and name of receiver / antenna
8. Station Name
9. Session #
10. Antenna H.I. and indication for type of measurement
11. File Name
12. Actual start time and actual end time for the occupation
13. Visibility skyplots for each station observed in the network
14. Printed graphical plot indicating the number of satellites above 15 Degrees and the (Position Dilution of Precision) PDOP for each session of field observation
15. Data showing the quality of processed vectors
16. Results of a minimally constrained least squares network adjustment report including (@ 95% confidence region):
17. Statistical results clearly showing which control point is held fixed, and clearly indicating standard errors applied, and the weighting scheme used
18. Station coordinate standard deviations (x, y, z)

19. Station coordinate error ellipses (semi-major axis, semi-minor axis, azimuth of semi-major axis, height)
20. Results of the fully constrained adjustment, clearly showing all values held fixed, and clearly indicating standard errors applied and weighting scheme used
21. Digital ASCII file with minimally constrained coordinate adjustments

3.5.4.9.5. *Delivery as Shapefile*

An ESRI shapefile describing all **horizontal and vertical control points** used for orienting the captured imagery shall be submitted. Separate sets of shapefiles shall be submitted for the West Virginia State Plane Coordinate System (SPCS) North and South Zone versions of the horizontal control points, with each point attributed according to this section.

3.5.4.9.6. *Monumentation*

All ground control points collected shall be documented and marked such that they can be easily relocated by other surveyors and survive throughout the timeframe of the project, including QA by the State.

3.5.4.9.6.1 *Survey Processing Data Deliveries*

The Vendor shall prepare two (2) hard copy bound 8.5" x 11" survey reports, and one (1) copy of the report on CD (e.g., as a .pdf file) that includes:

- a. Title page
- b. Table of contents
- c. Summary of procedures
- d. A post-processing network diagram showing names and locations of all observed points, NGS points, and base stations and color-coded indications of which independent vectors were observed. Include a legend.
- e. Completed GPS observation forms or station logs (digital scans preferred).
- f. NGS documentation for all occupied control points.
- g. Results of a minimally constrained least squares network adjustment report including RMSE (at 95% confidence region) (on CD only preferred):
 - i. Statistical results clearly showing which Continuously Operating Reference Station (CORS) station or compatible control point is held fixed, and clearly indicating standard errors applied and weighting scheme used
 - ii. Station coordinate standard deviations (x, y, z)
- h. Results of the fully constrained least squares adjustment, clearly showing all values held fixed, and clearly indicating standard errors applied and weighting scheme used. All

surveys shall be the result of a constrained 3D adjustment using CORS (on CD only preferred).

- i. Microsoft Excel spreadsheet listing point names used in the field (and/or by the aerotriangulation software) and final coordinates in specified projection and units.
- j. An FGDC compliant metadata file that accompanies the survey data.

3.5.4.9.6.2 Additional Data Delivery Items and Formats

1. Horizontal and vertical control points actually used for orienting the captured imagery shall be submitted as attributed, symbolized, point features within the master index map.
2. Each point shall be named, symbolized, and positioned, (and attributed in Z) using the specified projection along with a brief description of each point in sufficient detail to identify the point for future use.
3. Individual TIFF or jpeg image files (from original film scans or georeferenced TIFF ortho image) shall be delivered for each ground control point or QA point. The file names shall correspond to the survey point names.
4. These files shall contain a 250' x 250' patch of ground derived from the raw or orthorectified imagery, centered around the control point imaged at the highest specified Ground Resolution Distance (GRD). The files shall eventually be linked to the control points within the master index map.
5. The blind QA point field coordinates shall be reported using copies of the accompanying Excel spreadsheet. The blind aerotriangulation QA points shall be placed in one file [named AT_QA (area) (Contractor) yymmdd.xls] while the blind orthorectification QA points are delivered in another [named Ortho_QA (area) (Contractor) yymmdd.xls].

3.5.4.9.6.3 QA Documentation

1. The Vendor shall, at their expense, report accuracy of the horizontal control points according to the *Geospatial Positioning Accuracy Standards, Part 2: Standards for Geodetic Networks* developed by the Federal Geodetic Control Subcommittee (FGCS) and the Federal Geographic Data Committee (FGDC), 1998.
2. A Microsoft Excel spreadsheet shall be designed and used to report calculations and statistics.
3. A statement shall be provided and certified that, "These geodetic control data meet the <insert resultant value> centimeter local accuracy standard for the horizontal coordinate values and the <insert actual value> local accuracy standard for the vertical coordinate values (heights) at the 95% confidence level".
4. The inserted values shall be less than or equal to the stated accuracy standards specified above.

3.5.4.10 Aerial Film and Raw Image File Deliverables

During Aerial Flights. The Vendor shall initially provide the SAMB Project Manager several completed and processed sample frames of imagery (as diapositives) representative each set of flight conditions that may affect image quality as soon as it becomes available. The SAMB in consultation with the SAMB Project Manager shall: select the preferred frame or frames to be used by the Vendor as a template; 2) guide subsequent deliverables, and to be used by the State to QA orthoimagery deliverables.

The roll film and/or raw digital image files shall be delivered once the digital orthoimage products have been delivered and accepted.

Each film roll or digital file shall be labeled, indicating the State as owner, Vendor name, date of photography, flight and exposure numbers, type and serial number of camera, focal length, film roll number, film type, and the nominal scale of the negatives.

Each frame shall be labeled with the acquisition date, focal length, nominal scale, roll and frame number and perhaps 1-2 short additional text items as later specified and at the discretion of the State.

The State, at its option and for no additional cost, may elect to use the Vendor's facilities for long-term storage of roll film or sensor tapes.

Delivery of scanned image files used in the production of the digital orthoimagery product shall be delivered in an untiled, uncompressed, TIFF format delivered in a media format pre-approved and acceptable to the SAMB. Media labels shall include project, client, Vendor, date, order #, contents in readme file. The SAMB will consider an industry standard JPEG compressed scan file as well.

3.5.4.11 Aerial Triangulation

All information related to the image orientation required to facilitate the efficient use of the imagery for additional stereo photogrammetric data development by a third party shall be required for delivery. The exact attribute content and format for the DTM files will be determined by SAMB in consultation with the SAMB Project Manager prior to final delivery.

Deliverables from aerial triangulation shall include at a minimum but not be limited to the following:

1. Two (2) hardcopy, bound, orientation or aerotriangulation (A/T) reports, bound in 8.5" x 11" format, that includes:
 - a. Cover sheet
 - b. Table of contents with tabs
 - c. Narrative description of technique (equipment, software, process, exceptions, problems, resolution)
 - d. Camera calibration reports and listing of which frames used which calibrations

- e. Hardcopy printouts:
 - i. Color index map showing tie, control and QA points using separate colors and symbols having sufficient scale to read the text labels. (Shape or .dgn format. Include legend.)
 - ii. Excel spreadsheet of blind QA points including name and coordinates (nearest 0.1 feet ONLY)
 - iii. File content documentation (README.TXT file)
- f. Electronic A/T files (measured, refined, adjusted, ground) on CD, to include:
 - i. File containing ground control points used
 - ii. Raw measured fiducial coordinates for each photo image in the photo coordinate system
 - iii. Raw measured controls points and pass points in the photo coordinate system.
 - iv. Final bundle adjustment printout with highlighted residuals, RMSE, final coordinates.
 - v. Adjusted control points, pass points, photo centers and residuals in the NAD83/96 SPCS coordinate system with NAVD88 elevations
 - vi. Standard deviation of the adjusted control point and pass point measurements
 - vii. ASCII file or Oracle database providing exterior orientation parameters of image frame centers. The final frame ID(s) (a frame may have one or more IDs named during various field and office production steps) and six orientation parameters [E, N, elevation (to 0.1 feet) and omega, phi and kappa (decimal degrees to 6 places) as generated from A/T or sensor]
 - viii. Camera focal length used in adjustment
 - ix. RMSE values for all adjustments
- g. One (1) CD containing the above report and orientation data files, plus the following items:
 - i. CD labeled to include project, client, author, date, order #, contents.
 - ii. Printout of label and directory and files contained on CD in hardcopy report.
 - iii. Report narrative that explains process, software, problems, and solutions.
 - iv. README.TXT file
 - v. A/T files as specified above, readable in WORDPAD or WORD without line wrap-around.
 - vi. Excel spreadsheet containing all QA points, pass points and control points. Include columns for point ID, E, N, elevation, use code:(QA, control, pass, tie), notes (alternate ID). Report coordinates to nearest 0.1 feet ONLY.
 - vii. Index file features to include control plot diagram (symbolized in color, using different symbols and colors to show H, V and combined H&V control points, QA check points, tie points).

2. If the Vendor creates or uses additional annotated control prints or pugged diapositives, these shall also be delivered.
3. All other materials used by the Vendor to orient the imagery along with sufficient organization and documentation for a trained photogrammetrist to recover the orientation results shall be delivered.

3.5.4.12 Digital Terrain Model (DTM)

All information related to the DTM used for ortho rectification required to facilitate the efficient use of the imagery for additional data development by a third party shall be required for delivery.

3.5.4.12.1. DTM Delivery Tile Format

1. Files exactly encompassing geographic areas of 10,000 feet by 10,000 feet shall be used to deliver elevation data unless the State and the Vendor agree that another size is more practical.
2. CDs or DVDs shall be used as the delivery media.
3. Two (2) separate sets of files shall be delivered.
4. All media shall be clearly labeled to reflect project, client, author, date, order #, contents.

3.5.4.12.2. DEM ASCII Data File Format

1. The Vendor shall deliver an ASCII point file of XYZ coordinates with separate coding for mass points and breaklines expressed in units of measure required both by the mapping deliverables. ASCII file formats shall contain five aligned and space-delimited columns containing X-Coordinate, Y-Coordinate, Z-Coordinate, breakline type, point code.
 - a. Breakline types are:
 - i. Soft
 - ii. Hard
 - iii. Mass
 - iv. Lake or exclusion area
 - v. Spot
 - b. Point code attributes are:
 - i. 1=start of breakline
 - ii. 2=point within breakline
 - iii. 3=not used
 - iv. 4=end of breakline
 - v. 5=mass point, not part of breakline

2. The ASCII format eventually used must contain intelligently coded features to be able to be imported into and delivered in an ESRI TIN format (3D Analyst).
3. An alternative ASCII delivery format may be otherwise defined by the Vendor and approved by the State prior to delivery.

3.5.4.12.3. *TIN Surface Files*

The resultant TIN shall also be delivered as an ESRI TIN file useable in 3D Analyst.

3.5.4.12.4. *Elevation Metadata*

The ASCII DEM file shall be accompanied with an FGDC-compliant metadata file.

3.5.4.13 *Planimetric Data and Digital Orthoimagery Delivery Tile Formats*

For all areas, one resolution of imagery will be developed for any given tile, and each counted tile shall be complete in extent and of a single consistent resolution. In some cases it is understood there will be duplication of tiles due to overlap between areas of different resolution, but overlap of imagery between areas of different resolutions (scale) shall be minimized to the extent practical.

3.5.4.13.1. *Nested Tile Configuration*

2,000' design scale for planimetric deliveries	50,000' x 50,000'
400' design scale orthos, 2-foot GSD, and DTMs	10,000' x 10,000'
100' design scale orthos, 0.5-foot GSD	2,500' x 2,500'

3.5.4.13.2. *Content*

The tile totals for each resolution shall be calculated by summing all 10,000' x 10,000' tiles with 2-foot GSD, summing all 2,500' x 2,500' tiles with 0.5-foot GSD. Tile totals shall represent a conservative estimate of the numbers of tiles for each resolution with considerable overlap of tiles resulting in a total area that exceeds the actual land area of West Virginia. Where the SAMB selects the areas of supplemental or optional high resolution 100' design scale mapping, the underlying whole, medium resolution 400' design scale tiles will be eliminated. Only whole ortho tiles shall be delivered.

3.5.4.13.3. *Orientation*

The grid tiles to be used shall be oriented using the West Virginia State Plane Coordinate System (SPCS), West Virginia State Plane Grid, North and South Zones, NAD83, using the origin point for the West Virginia SPCS (0,0). Tiles shall be aligned with the West Virginia SPCS grid, using either the North or South Zone depending on the extent of the county in the area of coverage. (See Figure 1 for delineation of North and South State Plane Zones.)

Tile overlap will be required along the line separating the North and South SPCS zones. If a full grid tile provides less than 1,000 feet of orthoimagery overlap between the two zones, an additional full grid tile or tiles shall be processed to provide a minimum of 1,000 feet of overlap on each side of the State Plane Zones boundary.

3.5.4.13.4. Nesting

Tiles shall be aligned and referenced to each other so they can be nested for vertical integration at the different scales of orthoimagery. For example, each 10,000' x 10,000' tile will optionally contain sixteen (16) nested 2,500 ft x 2,500 ft tiles. For the purposes of planimetric data, each 50,000' x 50,000' tile will optionally contain exactly twenty-five (25) nested 10,000' x 10,000' tiles.

3.5.4.13.5. Formats

Each final digital orthoimage tile shall be delivered in a GeoTIFF File Format v 6.0 or later, operational using ESRI and Intergraph and a MrSID compressed format operational using ESRI and Intergraph, with one (or more if overlapping delivery areas) file for each neat tile. The exact compression parameters will be decided by SAMB in consultation by the SAMB Project Manager based on file size and image quality prior to delivery of the final product.

Since TIFF World files shall be delivered, the point of origin shall be the center of the upper left pixel in each tile. If Geotiff image files header shall also reference the center of the pixel located in the upper left hand corner of the tile as the point of origin.

Vector data shall be delivered in ESRI shapefile format using a schema developed by the Vendor and approved by the State.

SAMB will require the following deliverable products and media:

**Table 1
Media Deliverables**

Item	Number	Description	Format	Media***
1	1	Statewide Coverage of Digital Ortho Imagery, Digital Terrain Models, Planimetry and all Ancillary Data*	Geotiff ASCII TIN Shape	DVD
2	1	Statewide Coverage of Digital Ortho Imagery, Digital Terrain Models, Planimetry and all Ancillary Data*	Geotiff ASCII TIN Shape	DLT
3	1	Statewide Coverage of Digital Ortho Imagery by 10,000' tiles	Geotiff	DVD
4	1	Statewide Coverage of all planimetry by 50,000' tiles	Shape	DVD
5	1	Statewide Coverage of transportation layer only by 50,000' tiles.	DGN	DVD

Item	Number	Description	Format	Media***
6	1	Statewide Coverage of Digital Ortho Imagery Compressed in MrSID format by Tile	MrSID	DVD
7	1	Statewide Coverage of Digital Terrain Models by 10,000' tile	ARCgrid ASCII	DVD
8	55	1 set of individual county coverages * of Digital Ortho Imagery and planimetry by Tiles	Geotiff	DVD
9	55	1 set of individual County Coverages of Digital Terrain Models by Tile	ASCII TIN	DVD
10	55	1 set of Individual County Coverages of all Planimetric Data**	various	DVD

*55 individual sets of media, each set containing a complete block of tiles covering the extent of each of West Virginia's 55 counties, [one media set for each of West Virginia's counties] buffered by one image tile.

** All data products produced in the digital ortho development process are required to facilitate the efficient development of additional planimetric features for E-911 addressing or to derive elevation contour features by a third-party Vendor at a later date.

*** Given the anticipated large file sizes and advances in storage technology, consideration may be given to replacing described media with stand-alone external devices such as Firewire or USB 2 hard drives, etc. or other approved devices at the time of delivery. Ownership of these devices shall revert to the State upon successful delivery of the data.

3.5.4.13.6. Metadata

The Vendor shall provide metadata compiled to the current standard endorsed by the Federal Geographic Data Committee (FGDC) for each of the data deliverables. Currently, this is the Content Standard for Digital Geospatial Metadata Version 2 (FGDC-STD-001-1998). Metadata shall be provided in ASCII format capable of being parsed by the "mp" metadata parser available from the Federal Geographic Data Committee (FGDC), or equivalent FGDC approved metadata parsers.

3.5.4.13.7. Digital Tile index

If not provided within the master index map, the Vendor shall provide a digital tile index to be delivered as an ESRI shapefile with the following minimum attribution:

- File name
- Time imagery collected (Eastern Standard Time)
- Date of imagery
- X-Y State Plane coordinates in lower left hand corner of the tile
- Corresponding DTM data file name
- Corresponding orientation parameters or file name
- Corresponding raw image file names

Additional attributes may be required which will be determined jointly by SAMB in consultation with the SAMB Project Manager and the Vendor during contract negotiations.

3.5.4.13.8. *Project Procedures Guide*

The Vendor shall prepare a **Project Procedures Guide** detailing production processes and Quality Assurance and Quality Control (QA/QC) procedures employed to insure that all products meet the required accuracy and performance standards of these specifications.

3.5.4.13.9. *Optional Map Plotting Package*

1. Vendor shall optionally provide or develop a utility program (using the VBA scripting language, written for the ArcGIS platform, or compatible) that allows SAMB or the Project Manager to create and print finished rectangular maps at any scale (nominally 1:1,200, 1:2,400, 1:4,800, 1:12,000, 1:24,000 and 1:100,000 scales).
2. User may specify map extent by a listing a series of tiles or selecting a geographic area by coordinate ranges or by selecting the lower left coordinates and indicating a size and scale of mapsheet. Users shall also have the ability to enter a set of bounding coordinate pair that activates the appropriate tile or tiles to be contained within the map or enter the tile name and activate a plot using default bounding coordinates. The plotting package should also be able to refer to select tiles from the WV project index map when selecting areas to plot.
3. Scripts that pre-establish a given map and its output parameters shall be able to be created and executed in batch mode.
4. A mock-up showing margins, east-west readable content, title block, etc., shall be developed by the Vendor and approved by SAMB or the Project Manager prior to the development of the system. The Vendor understands and agrees that a significant amount of design give and take may be required to finalize the map surround functionality.
5. The map generation program shall include built-in indexing that spatially relates the desired mapsheet-bounding rectangle to the proper inclusive tiles.
6. Margin elements shall include: title block, tile name, verbal and bar scale, coordinate datum and projection, accuracy statement, North arrow, date and scale of photography, date of production, tile location diagram and adjoining tile identification, Vendor name, legend, labeled coordinate tics in English and metric units and corner coordinates.

During negotiations, the Vendor will be asked to indicate how long the price of providing this optional service shall remain in effect.

3.6 VENDOR QUALIFICATIONS, EXPERIENCE AND REFERENCES

Vendors shall specify in detail the experience of the Vendor in similar large scale mapping projects. Scores will be based on successful experience, with special emphasis on successful experience by Vendors on providing deliverables for successful mapping projects and systems, particularly those like the overall project being undertaken by SAMB. Scores will be made on the same basis as for the technical performance criteria set forth in subsection 3.5 above, that is, Technical Imagery and Related Specifications, Project Control and

Orientation, Image Processing, and Project Management and Deliverables. Vendors must separately specify in detail their qualifications and experience in each of those categories, with reference to the specific criteria set forth above. Proposals must include separate sections stating qualifications for each of the above categories, and must list specific, successful mapping projects and systems, with contact names, physical address, email, and telephone and fax numbers.

A minimum of three (3) written references is required.

3.7 LEGAL AND GENERAL TERMS AND CONDITIONS

The winning Vendor must agree to and comply with the terms and conditions of Form WV-96 (Agreement Addendum) and any other terms and conditions that may be required by SAMB, the Purchasing Division, or the West Virginia Attorney General's Office.

PART 4. PROPOSAL FORMAT

4.1 VENDOR'S PROPOSAL FORMAT

- 4.1.1. Section I. Written Narrative, as Section 4.2.2
- 4.1.2. Section II. Vendor Qualifications, as per Part 3 and Section 4.2.2
- 4.1.3. Section III. Specific Plans, as per Part 3 and Section 4.2.2
- 4.1.4 Section IV. Task Check Sheets (Attachments A, B, C)

If applicable, sign and submit an attached West Virginia Resident Vendor Preference Certificate with the proposal. The form is available at
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

4.2 EVALUATION PROCESS, SPECIFIC PROPOSAL INSTRUCTIONS AND CRITERIA FOR TECHNICAL PROFICIENCY SCORE

4.2.1 METHOD OF EVALUATION

A committee of three to five (3-5) individuals selected by the SAMB will evaluate the submitted proposals in accordance with the criteria stated in this EOI. The Vendor who meets all of the mandatory specifications and attains the highest point score of all vendors, out of a possible one-hundred (100) points maximum, shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee. *Scores will be based as per Section 4.3 below.*

4.2.2 SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that SAMB evaluation committee may properly evaluate the Vendor's capabilities to provide the required services. Vendors are required to submit the following items as a complete proposal:

4.2.2.1 The Company

The Vendor shall provide a written narrative statement to include at a minimum:

- a. Experience in providing the services described herein.
- b. Names, qualifications and experience of personnel to be assigned to the project.
- c. Resumes of staff to be assigned to the project.
- d. Names, addresses, titles and contact numbers for at least three (3) previous clients or customers
- e. Specific plans for providing the proposed services

4.2.2.2 The Services

Proposals shall address the following services, which are generally, but not necessarily, descriptive of those that may be required to complete this project (see also Attachments A-C).

- a. Development of a project schedule
- b. Conduct coordination meetings
- c. Establish project control
- d. Capture Aerial photography or airborne imagery
- e. Convert digital imagery (if required per line d above)
- f. Orient imagery to ground control
- g. Generate Digital Terrain Model (DTM)
- h. Compile planimetric features
- i. Generate digital orthoimagery
- j. Radiometrically balance, edge-match and smooth orthoimages
- k. Tile and compress orthoimages
- l. Process and deliver final deliverables

4.2.2.3 References, Qualifications, and Supporting Materials

Vendors shall submit the following supporting materials detailing their qualifications and relevant experience, including but not limited to (Cross-reference and comply also with subsection 3.6 above):

- a. Submit a minimum of three (3) written references, each confirming successful results in the completion of similar relevant large-scale mapping projects.
- b. Proof of current professional licensure and certification (e.g. ISO9002, NCEES, ACSM, ASPRS, etc.)
- c. Proof of satisfactory performance in existing Qualifications Based Federal contracts (e.g. USGS CSC2, NIMA Omnibus, etc.).

- d. Documented successful completion of comparable statewide mapping projects or other projects of similar scope in size and complexity that were delivered on time and within budget, and using the same subcontractors, if relevant.

Although not required by the State for the purposes of this EOI, Federal Standard Forms SF-254 (Architect-Engineer and Related Services Questionnaire) and SF-255 (Architect-Engineer and Related Services Questionnaire for Specific Project) pertaining to Qualifications Based Selection, may be submitted as supporting documentation. If a Vendor chooses to submit a SF-255, the Vendor's technical approach and response to Parts 3 and 4 of this EOI should be included in Section 10 of SF-255.

4.2.2.4 Specific Plan for Compliance

Vendors shall submit a specific plan for complying with the terms of this EOI, including but not limited to (cross-reference and comply with subsection 3.5 above):

- a. Use of appropriate technology (hardware, software, techniques)
- b. Quality Assurance and Quality Control (QA/QC) strategy
- c. Appropriate and technically sound methods, workflow and data proposed that will produce the required deliverables
- d. Compliance with project specifications, industry standards, etc.
- e. A sound project management plan, including demonstration of the allocation of sufficient resources to complete all aspects of the work on time and within budget

4.2.2.5 Project Plan of the Vendor

Vendors shall submit a detailed project plan for addressing all of the steps in the above process while addressing each of the product specifications indicated in Section 3.

4.2.2.6 Aerial Overflights

The Project Plan of the Vendor shall provide an estimate of the number of aircraft on call and immediately available for the collection of the aerial photography, the total number of aircraft estimated to be used for the duration of photo acquisition, as well as an estimate of the number of personnel needed to establish ground control.

4.2.2.7 Re-Flights

The Vendor shall present a plan for re-visitation of areas in the event of image rejection during the Quality Control (QC) process, or where original imagery could not be collected because weather or groundcover conditions, or other factors outside the control of the Vendor precluded collection at the scheduled time of the flyover. Mechanical or technical problems shall not be considered a legitimate reason for non-collection.

4.2.2.8 Proficiency

Scores for technical proficiency shall be based as specified above and in subsection 3.5 for all Vendors who also meet all minimum requirements.

4.3 EVALUATION CRITERIA

Proposals shall be evaluated by SAMB using the following criteria, as per Section 3 and Sections 4.1 and 4.2 above:

	POINT VALUE
Technical Proficiency	30
References, Qualifications, and Supporting Materials	30
Specific Plan for Compliance	30
Oral Presentation and Interview (Short List Candidates only)*	10*
Scope of Contract Services Total	100

4.3.1 DEVELOPMENT OF "SHORT LIST" OF VENDORS AND INTERVIEWS

The written submissions will be evaluated, and a "short list" of at least three (3) Vendors will be developed based on that evaluation. In the event less than three Vendors bid, the State reserves the right to interview all Vendors or withdraw this EOI, at its sole option. All Vendors on the "short list" will be given an opportunity for an oral presentation/ interview, in order to discuss the Vendor's anticipated concepts and proposed method of approach to the assignment, including clarification of qualifications and performance data, the scope of services offered, and the needed time to complete the project.

Any Vendor who is not available for an oral presentation/ interview within the schedule of the evaluation committee and SAMB's overall project schedule will be disqualified.

A Vendor's failure to provide complete and accurate information shall be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals.

4.3.2 CRITERIA FOR ORAL PRESENTATION / INTERVIEWS

The oral presentation will be evaluated based on the overall impression the Vendor gives as to the Vendor's ability to deliver in accordance with the written proposal, as well as based on other factors related to the oral presentation that may reflect on the Vendor's ability to perform. Evaluations may include, but are not limited to, the following criteria:

- Credibility of the presentation
- Clarity of the presentation
- Persuasiveness of the presentation
- Background understanding of the SAMB and the statewide addressing project
- Subject matter knowledge and expertise shown in the presentation
- Ability to adapt standard practices and technology to meet the demands and unique characteristics of orthoimagery acquisition, planimetric mapping, and addressing for E-911 purposes to West Virginia
- Participation of principle Vendor personnel at the presentation meeting
- Ability to answer questions clearly and concisely

- Other factors that may reflect on the Vendor's ability to perform

Presenters are permitted (and, where effective, encouraged) to use multi-media forms of presentation, including PowerPoint, videotape, computer animation, etc. Vendors should identify any special needs for equipment in advance of the presentation. A copy of presentation materials shall be requested by the SAMB for its use. Information in the Vendor presentation of a proprietary or sensitive nature shall be avoided.

4.3.3 NEGOTIATIONS AND CONTRACT AWARD

After the oral presentation/interviews have been completed, the evaluation committee will commence negotiations as to scope of services and price with the firm or team of firms determined by consensus evaluation by the evaluation team to be the highest qualified Vendor. At the start of negotiations, the Vendor will be expected to provide immediate and detailed pricing for the projected eighteen (18) month completion schedule, including costs for any preliminary planning and project wrap-up, per the format provided as Attachments A, B, C in Section 4.3.4 below.

If SAMB fails to negotiate a satisfactory contract with the highest qualified vendor at a fee to be determined by SAMB, in its sole discretion, to be fair and reasonable, negotiations will commence with the firm of second choice. Failing that, negotiations will commence with the third most qualified firm, and so on until negotiations have failed, in turn, with all firms on the short list. In no situation, after negotiations have been terminated with a firm, will negotiations be reopened with that firm. Should the agency be unable to negotiate a satisfactory contract with any of the originally selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

4.3.4 ATTACHMENTS

Vendors shall use each of the following Attachments as a guide to define the Tasks for the proposed project:

ATTACHMENT A: TASKS (400' DESIGN SCALE ONLY, STATEWIDE COVERAGE).

ATTACHMENT B: TASKS (100' DESIGN SCALE ONLY, SUPPLEMENTAL AREAS 1-6).

ATTACHMENT C: TASKS (100' DESIGN SCALE ONLY, UNDEFINED URBANIZED AREAS).

ATTACHMENT D: GRID MAP TEMPLATE (400' and 100'; WV STATE PLANE NORTH AND SOUTH ZONES, NAD83).

NO "COST," "PRICE," OR "FEE" QUOTATION SHALL BE REQUESTED, INCLUDED OR PERMITTED IN THE EOI RESPONSE.

4.3.4.1 ATTACHMENT A: TASKS (400' DESIGN SCALE ONLY, STATEWIDE COVERAGE):

[Instructions to Vendors: The following list of tasks will allow the SAMB to evaluate the level of effort required to of mapping at 400' mapping scale for the contiguous areas of West Virginia with the product specifications and the project development life-cycle described in Parts 3 and 4 above of the EOI. The State will use this list to calculate an independent government cost estimate associated with mapping other areas in the state at 400' mapping scale and provide a template to equitably compare the individual Vendor proposals. The list shall also form the basis of negotiating costs with the successful vendor. The Vendor shall acknowledge that the Vendor can comply with the REQUIRED mapping tasks identified in ATTACHMENT A TASKS 1-13. Failure to acknowledge compliance with each of the REQUIRED TASKS 1-13 shall be considered grounds for rejection of the Vendor proposal. Secondly, the Vendor shall provide verification that the Vendor can comply with the three OPTIONAL TASKS A 14-16 (map plotting, compile structure footprints & generate contour grade DTMs). The listed Tasks will be used to guide the discussions during the negotiations, when the Vendor will be asked to describe any and all subtasks and costs associated with the major tasks in as much detail as possible, and include appropriate intermediate QA/QC steps within each task and description. DO NOT include costs in the response to this section]

REQUIRED TASKS (400' design scale, statewide)

VENDOR COMPLIANCE (Y/N)

TASK 1. Development of a project schedule
and preliminary project planning

TASK 2. Conduct project coordination meetings

TASK 3. Establish Project Control and blind QA

TASK 4. Capture Aerial photography or airborne imagery

TASK 5. Convert (scan) to digital imagery (if required per TASK 4)

TASK 6. Orient imagery to ground control (AT)

TASK 7A. Compile transportation features

TASK 7B. Compile structures features

TASK 7C. Compile hydrographic features

TASK 8. Generate Digital Terrain Model (DTM)

TASK 9. Generate digital orthoimagery

TASK 10. Radiometrically balance, edge-match
and smooth orthoimages

TASK 11. Tile and compress orthoimages

TASK 12. Process and deliver final deliverables

TASK 13. Project wrap-up meetings

OPTIONAL TASKS (AT 400' DESIGN SCALE ONLY):

[Instructions to Vendor: Describe any other work that the Vendor considers may be needed that was not included in the above Required Tasks 1-13 (itemize as needed). Note: Optional Items may NOT be included in final evaluations or negotiations at the discretion of the EOI evaluation committee.]

OPTIONAL TASKS (400' design scale):**VENDOR COMPLIANCE (Y/N)**

TASK 14. Map Plotting Package (compatible with ESRI ArcGIS).
(shall be able to be used at all scale combinations)

TASK 15. Optional work to compile all structure footprints, inhabited or not, without centroids, statewide
[SAMB will add this work to TASK 6B, Attachment A if this option is selected]

TASK 16. Optional work to upgrade DTM integrity to deliver ten foot (10'), labeled ASPRS, class 2 contours, statewide.
[SAMB will add this work to TASK 7, Attachment A if this option is selected.]

OTHER OPTIONAL TASKS. Specify below. (For 400' design scale only.)

NO "COST," "PRICE," OR "FEE" QUOTATION SHALL BE REQUESTED, INCLUDED OR PERMITTED IN THE EOI RESPONSE.

End ATTACHMENT A: TASKS (400' DESIGN SCALE ONLY, STATEWIDE COVERAGE):

4.3.4.2 ATTACHMENT B: TASKS (100' DESIGN SCALE ONLY, SUPPLEMENTAL AREAS 1-6)

[Instructions to Vendors: The following lists of tasks will allow the SAMB to evaluate the level of effort required to of mapping at 100' mapping scale for the six pre-defined areas of West Virginia with the product specifications and the project development life-cycle described in Parts 3 and 4 above of the EOI. The SAMB will use this list to calculate an independent government cost estimate associated with mapping pre-defined areas in the State at 100' mapping scale and provide a template to equitably compare the individual Vendor proposals. The list shall also form the basis of negotiating costs with the successful Vendor. The Vendor shall provide verification that the Vendor can comply with the standard mapping tasks identified in ATTACHMENT B REQUIRED TASKS 1-13. Secondly, the Vendor shall provide verification that the Vendor can comply with the two OPTIONAL TASKS B 14-15 (compile structure footprints & generate contour grade DTMs). The listed tasks will be used to guide the discussions during the negotiations, when the Vendor will be asked to describe any and all subtasks and costs associated with the major tasks in as much detail as possible, and include appropriate intermediate QA/QC steps within each task and description. DO NOT include costs in the response to this section. Please use a separate sheet for each of the pre-defined supplemental 100' design scale areas. Name Attachments B 1, B2, B3, etc.]

Supplemental Areas: Counties

1. Kanawha Valley: Wayne (north half), Cabell, Putnam, Kanawha
2. I-77/64 Corridor: Fayette, Raleigh, Mercer
3. I-79 Corridor: Monongalia, Marion, Harrison
4. Northern Panhandle: Hancock, Brooke, Ohio, Marshall
5. Eastern Panhandle: Berkeley, Jefferson, Morgan, Mineral (Cumberland MSA vicinity)
6. Wood County

REQUIRED TASKS (100' design scale only)

VENDOR COMPLIANCE (Y/N)

TASK 1. Development of a project schedule
and preliminary project planning

TASK 2. Conduct project coordination meetings

TASK 3. Establish Project Control and blind QA

TASK 4. Capture Aerial photography or airborne imagery

TASK 5. Convert (scan) to digital imagery (if required per TASK 4)

TASK 6. Orient imagery to ground control (AT)

TASK 7A. Compile transportation features

TASK 7B. Compile structures features

TASK 7C. Compile hydrographic features

TASK 8. Generate Digital Terrain Model (DTM)

TASK 9. Generate digital orthoimagery

TASK 10. Radiometrically balance, edge-match
and smooth orthoimages

TASK 11. Tile and compress orthoimages

TASK 12. Process and deliver final deliverables

TASK 13. Project wrap-up meetings

OPTIONAL TASKS (100' DESIGN SCALE ONLY)

[Instructions to Vendor: Describe any other work that the Vendor considers may be needed that was not included in Attachment A Tasks 1-12 (itemize as needed). Please use a separate sheet for each of the pre-defined supplemental 100' design scale areas. Name Attachments B1, B2, B3, etc. Vendors are permitted to identify additional Supplemental Areas for consideration. However, additional areas may NOT be included in final evaluations or negotiations at the discretion of the EOI evaluation committee. The Vendor shall be prepared to discuss estimates of the reduction in 400' design scale costs due to eliminating 400' design scale maps in the 100' design scale areas during the Vendor negotiations. DO NOT include any costs in the response to this section. Note: Optional Items may NOT be included in final evaluations or negotiations at the discretion of the EOI evaluation committee.]

OPTIONAL TASKS (100' design scale only)

VENDOR COMPLIANCE (Y/N)

TASK 14. Optional work to compile all structure footprints,
inhabited or not, without centroids, per area.

[SAMB will add this work to TASK 6B, Attachment B
(per area) if this option is selected]

TASK 15. Optional work to upgrade DTM integrity
to deliver two-foot (2'), labeled ASPRS, class 2 contours,
per area. [SAMB will add this work to TASK 7,
Attachment B (per area) if this option is selected.]

Additional Supplemental areas: (Specify below)

OTHER OPTIONAL TASKS. SPECIFY BELOW (FOR 100' DESIGN SCALE ONLY).

NO "COST," "PRICE," OR "FEE" QUOTATION SHALL BE REQUESTED, INCLUDED,
OR PERMITTED IN THE EOI RESPONSE.

End: ATTACHMENT B: TASKS (100' DESIGN SCALE ONLY , SUPPLEMENTAL
AREAS 1-6):

4.3.4.3 ATTACHMENT C: TASKS (100' DESIGN SCALE ONLY, UNDEFINED URBANIZED AREAS.)

[Instructions to Vendors: The following list of tasks will allow the SAMB to evaluate the level of effort required to complete mapping at 100' mapping scale for the remainder of currently undefined urbanized areas West Virginia with the product specifications and the project development life-cycle described in Parts 3 and 4 above of the EOI. The SAMB will use this list to calculate an independent government cost estimate associated with mapping currently undefined urbanized areas in the State at 100' mapping scale and provide a template to equitably compare the individual Vendor proposals. Estimated work effort shall be calculated on a per square mile basis. The list shall also form the basis of negotiating costs with the successful Vendor. The Vendor shall provide verification that the vendor can comply with the REQUIRED TASKS identified in TASKS 1-13. Secondly, the vendor shall provide verification that the vendor can comply with the two OPTIONAL TASKS 14-15 (compile structure footprints & generate contour grade DTMs). The listed tasks will be used to guide discussions during negotiations, when the Vendor will be asked to describe any and all subtasks and costs associated with the major tasks in as much detail as possible, and include appropriate intermediate QA/QC steps within each task and description. DO NOT include any costs in the response to this section]

REQUIRED TASKS (100' DESIGN SCALE ONLY) VENDOR COMPLIANCE (Y/N)

TASK 1. Development of a project schedule and preliminary project planning	_____
TASK 2. Conduct project coordination meetings	_____
TASK 3. Establish Project Control and blind QA	_____
TASK 4. Capture Aerial photography or airborne imagery	_____
TASK 5. Convert (scan) to digital imagery (if required per TASK 4)	_____
TASK 6. Orient imagery to ground control (AT)	_____
TASK 7A. Compile transportation features	_____
TASK 7B. Compile structures features	_____
TASK 7C. Compile hydrographic features	_____
TASK 8. Generate Digital Terrain Model (DTM)	_____
TASK 9. Generate digital orthoimagery	_____
TASK 10. Radiometrically balance, edge-match and smooth orthoimages	_____
TASK 11. Tile and compress orthoimages	_____
TASK 12. Process and deliver final deliverables	_____
TASK 13. Project wrap-up meetings	_____

OPTIONAL TASKS (AT 100' DESIGN SCALE ONLY):

[Instructions to Vendor: Describe any other work that the Vendor considers may be needed that was not included in Attachment C Tasks 1-13 (Itemize as needed). Estimated work effort shall be calculated on a per square mile basis. Note: Optional Items may NOT be included in final evaluations or negotiations at the discretion of the EOI evaluation committee.]

OPTIONAL TASKS (100' design scale only)**VENDOR COMPLIANCE (Y/N)**

TASK 14. Optional work to compile all structure footprints, inhabited or not, without centroids.
(calculate on a per square mile basis)
[SAMB will add this work to TASK 6B, Attachment C if this option is selected.]

TASK 15. Optional work to upgrade DTM integrity to deliver two foot, labeled ASPRS, class 2 contours.
(calculate on a per square mile basis)
[SAMB will add this work to TASK 7B, Attachment C if this option is selected.]

OTHER OPTIONAL TASKS. Specify below
(for 100' design scale only)

NO "COST," "PRICE," OR "FEE" QUOTATION SHALL BE REQUESTED, INCLUDED OR PERMITTED IN THE EOI RESPONSE.

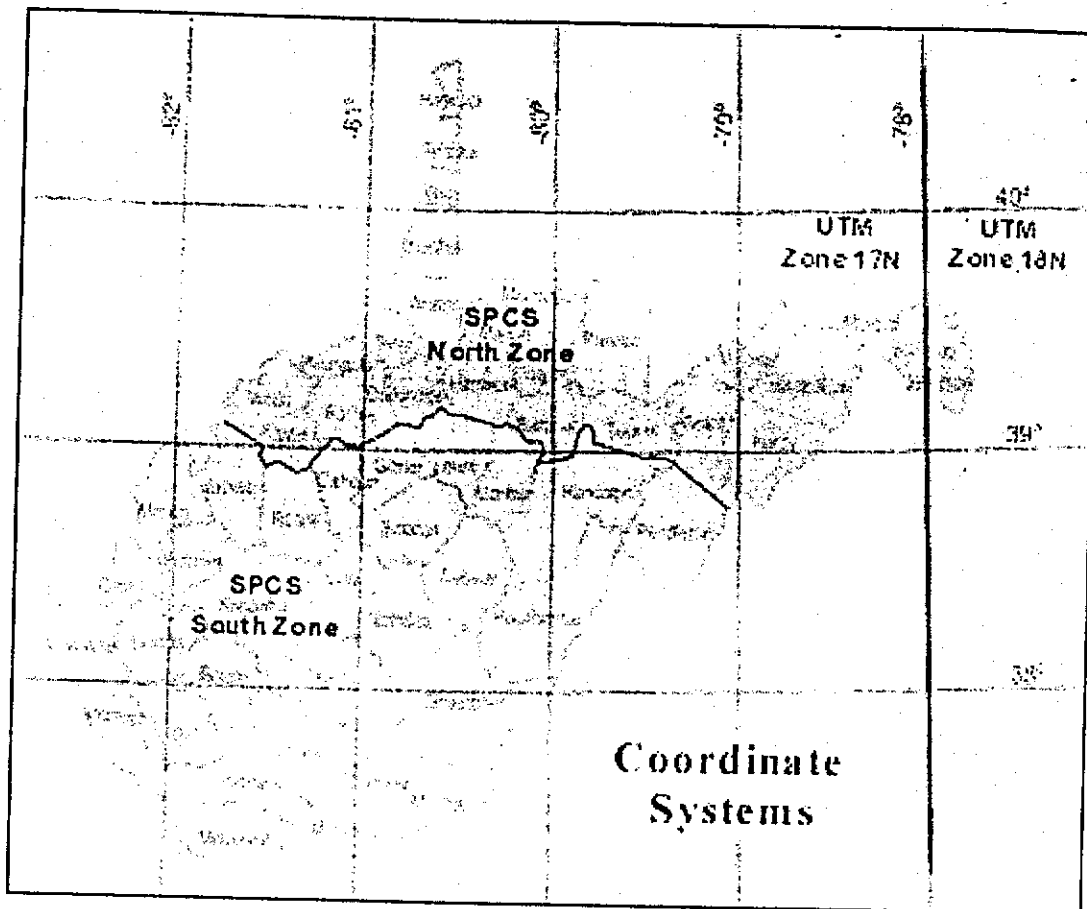
End ATTACHMENT C: TASKS (100' DESIGN SCALE ONLY, UNDEFINED URBANIZED AREAS).

4.3.4.4 ATTACHMENT D: GRID MAP TEMPLATE (400' AND 100'; WV STATE PLANE NORTH AND SOUTH ZONES, NAD83)

SEE MAP INSERT. If hard copy insert is not included obtain a .pdf copy from:
<ftp://ftp.wvgis.wvu.edu/wysamb/eoi-sam0202/maps>

End ATTACHMENT D: GRID MAP TEMPLATE (400' AND 100'; WV STATE PLANE NORTH AND SOUTH ZONES, NAD83)

THIS AREA INTENTIONALLY BLANK

FIGURE 1. WEST VIRGINIA STATE PLANE NORTH AND SOUTH ZONES

For a specific list of counties, also see:

http://wvgis.wvu.edu/otherdocs/standardsandpubs/spcs_wvcode.pdf

PART 4

EVALUATION & AWARD

4.1 Evaluation & Award Process:

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

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1 et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select a minimum of three firms which in their opinion are the best qualified to perform the desired service.

Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached."



WEST VIRGINIA
STATEWIDE ADDRESSING AND MAPPING BOARD
1124 Smith St., Room LM-10
Charleston, WV 25301

BOB WISE
GOVERNOR

CRAIG A. NEIDIG
CHAIR

MEMORANDUM

TO: Ron Price, Senior Buyer, WV Purchasing Division
FROM: Craig A. Neidig, Chair WVSAMB
DATE: 7 November 2002
SUBJECT: Attachment D Map for EOI SAM-0202

For vendors who did not receive an original hard copy printed map of Attachment D of the EOI, they can find and download a .pdf file of it at the website below. Warning this is an E-size plot.

**4.3.4.4 ATTACHMENT D: GRID MAP TEMPLATE (400' AND 100'; WV STATE PLANE
NORTH AND SOUTH ZONES, NAD83)**

SEE MAP INSERT. If hard copy insert is not included obtain a .pdf copy from:

<ftp://ftp.wvgis.wvu.edu/wvsamb/eoi-sam0202/maps>

Respectfully submitted,

Craig A. Neidig
Chair, WVSAMB

AFFIDAVIT**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded under this article 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 as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgement, fine, permit violation, license assessment, penalty or other assessment presently 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;

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

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's 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 bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: _____

Authorized Signature: _____ Date: _____



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

Request for Quotation

RFQ NUMBER

SAM0202

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

RON PRICE
304-558-0492

RFQ COPY

TYPE NAME/ADDRESS HERE

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WV STATEWIDE ADDRESSING
AND MAPPING BOARD
GREENBROOKE BLDG SUITE 201A
1124 SMITH STREET
CHARLESTON, WV
25301 304-558-4218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
11/21/2002						
BID OPENING DATE: 11/27/2002		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				ADDENDUM NO. 1		
				ANSWERS TO SUBMITTED QUESTIONS AS PER THE ATTACHED		
		JB		906-07		
				CONSULTING SERVICES FOR PHOTOGRAMMETRIC MAPPING		
***** THIS IS THE END OF RFQ SAM0202 ***** TOTAL: _____						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

GENERAL TERMS & CONDITIONS
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, the Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1, Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

Addendum 1. Responses to submitted vendor questions regarding EOI SAM-0202

There appears to be conflicting information given on the proposal format. Section 4.1 clearly indicates that the EOI response should be divided into 4 sections: I. Narrative, II. Qualifications, III. Specific Plans and IV. Task Sheets.

Section 4.2.2 provides a more detailed outline, but it does not correspond with the 4 sections described in 4.1.

For example, 4.2.2.1, "The Company", appears to correspond with 4.1.1 Section 1. Narrative, but requests information on qualifications, resumes and references, items that I believe should be included in 4.1.2 Section 2, Qualifications.

Furthermore, client references are requested in Section 4.2.2.1 and also in 4.2.2.3.

Can you confirm whether we should follow the outline in Section 4.1, or the outline in Section 4.2.2?

Response: Use the format described as per Section 4.1, Vendors Proposal Format (p. 48). Descriptions under Section 4.2 were provided to explain in more detail what types of information should be provided in the vendor responses as outlined per Section 4.1.

Also, can you provide copies of the digital shape files that were used to create the map in Attachment D?

Response: No, the state does not intend to provide the individual shape files that were used to create the map in Attachment D. The pdf version of the map was provided instead as a guide to be used by the vendors in their responses. The state anticipates that each vendor will develop a somewhat different approach to gridding the state as long as they adhere to the general parameters described for the required mapping scales and tiling structure. A revised grid map has been posted to the <ftp://ftp.wvgis.wvu.edu/wvsamb/eoi-sam0202/maps>. The state intends to provide the shape-files to the short-listed vendors if necessary.

Ref. 1.8.3 Proprietary Information

The second to last sentence says "proprietary information must be clearly marked". The next says "No proprietary information ... may be submitted without the express written permission of SAMB." Are we permitted to submit proprietary information if it is clearly marked?

Response: The state prefers that any information of a proprietary nature not be included in the vendor response. However if inclusion of proprietary information is considered unavoidable or its use is considered necessary for the successful completion of the proposed work, its inclusion must be clearly marked in the response. Please realize that while we try to maintain the integrity of proprietary information, the files do become public record after the award and the state can not guarantee that the information will not be viewed by those other than the members of the evaluation team.

Addendum 1. Responses to submitted vendor questions regarding EOI SAM-0202

Ref 3.5.1.6 Extent of Imagery.

The last line on Page 18 states that the work associated with incorporating existing data sets "shall be described". Do you want this in the EOI response, or will it be discussed during negotiations? If in the response, do you have more information on the existing data sets that you can provide?

Response: If the vendor is aware of other data sets that may influence its response, please bring it to the state's attention. The state anticipates that the bulk of this discussion will be entered during negotiations. The state does not have any further information to provide at this time.

Ref 3.5.2.1 Project Control.

Please verify the stated vertical accuracy for vertical control to be Third Order. The statement for vertical accuracy does not conform to the Third Order accuracy specifications.

Response: Vertical control shall be equal to or better than Third Order.

Ref 3.5.3.1 Scanning.

Please confirm that color film will be used. There is a statement referencing color infrared film. The EOI states that scanning resolution "shall not exceed 20 microns". 21 microns is optimum for the film scale specified and intended resolution. Furthermore, many scanners have preset increments at 21 microns. Is 21 microns suitable?

Response: The stated film type is natural color. The reference to color infrared film does not apply. A scanning resolution of 21 microns is acceptable as long as all spectral and accuracy requirements are met.

Ref 3.5.2.3 -11 and 3.5.3.2 -6

Please clarify the two statements referenced to the "minimum 25 blind AT QA points . . . per block" (as stated in 3.5.2.3-11) and "at least 10 blind QA points per block".

Response: Use Section 3.5.2.3-11 . Ignore Section 3.5.3.2-6 .

Ref. 3.5.3.3.1 Road Centerlines

Will the State provide the road types and the location of change i.e. from county to township.

Response: The vendor is responsible for the road centerline collection and a cursory attribution of the line feature (i.e., primary, secondary, driveway, trail, etc.). The state (i.e., WVDOH) and/or any follow-on addressing contractor will assign more specific attribution such as route number, etc.

Ref. 3.5.3.3.1 Railroad Centerlines

Please clarify the term "Abandoned railroad right-of-way". Do you want the ROW collected or the centerline of the ROW ?

Response: The centerline of the abandoned railroad as can best be identified.

Addendum 1. Responses to submitted vendor questions regarding EOI SAM-0202

Ref. 3.5.3.3.1 Driveway Centerline

Does the specification for driveways "over 200 ft" also apply for the 1"=100' scale mapping?

Response: Yes, driveways "over 200 ft" at all scales.

Ref. 3.5.3.3.1 Overpasses, Bridges and Tunnels or Ferry Routes

Please confirm that the maximum allowable omission of ¼ in at map scale applies also to the culverts. Should culverts be compiled as polygons even when streams are a single line?

Response: Yes and yes (for example, large box culverts).

Ref. 4.1 Proposal Format

Should a West Virginia Resident Vendor Preference Certificate be included for any team member that qualifies, or only for the prime contractor? Is there any preference or requirement for inclusion of small, minority, women owned or disadvantaged businesses?

Response: No. Resident Vendor Preference applies only to the cost or price on a bid. Since this is an Expression of Interest, the Resident Vendor Preference does not apply because cost is not a part of the submittal. No, the state does not consider any other preference when making an award unless it is a requirement of federal funds used for a project. Again since this is a qualifications based evaluation there are not any preferences granted in the evaluation process.

Page 1, Section 1.1, paragraph 5, discusses the state's desire for vendors to respond with "anticipated concepts and methods of approach" to the E-911 addressing portion of this project, though the RFQ also states its focus is the mapping component. Can the state provide more details on the extent to which it expects and/or desires vendors to present qualifications related to the addressing component?

Response: The state understands that many respondents have "teamed" with or otherwise entered into discussions with addressing vendors. The extent of the addressing vendor's involvement in the proposed work and the role of the addressing vendor as described in the vendor's response is solely at the discretion of the respondent. The state wants to learn more about the proposed methods of addressing and the hand off between the mapping contractor and the addressing contractor before deciding to either issue a new EOI for addressing or optionally extend the mapping contract to include addressing.

Page 8, Part 3, Section 3.2.5, Minimum Vendor Qualifications, requires a registered Professional Engineer (PE) to be a member of the vendor team. Can the state elaborate on the expected role of the PE? For example, will the state require the PE to review and approve all final deliverables? Does the state expect that the PE shall serve as Project Manager?

Response: The only requirement on the part of the state is that a PE be a member of the vendor team. The extent of the PE's involvement in the proposed work and the role of the PE as described in the vendor's response is solely at the discretion of the vendor.

Addendum 1. Responses to submitted vendor questions regarding EOI SAM-0202

Page 48, Part 4, Section 4.1, Vendor's Proposal Format, outlines the state's requirements for the structure and flow of the proposal. Since the RFQ contains many cross-references to items that must be addressed within the context of the four sections outlined in Part 4, Section 4.1, and since all four sections (4.1.1 – 4.1.4) make reference to "as per Section 4.2.2" without greater specificity, EarthData requests confirmation and clarification as follows. [With regard to this question, we believe that by clarifying its expectations with regard to the specific material to be covered in each section (I-IV), the state will be assured of receiving proposals that are easier to review and compare.]

Response: Use the format described as per Section 4.1, Vendors Proposal Format (p. 48). Descriptions under Section 4.2 were provided to explain in more detail what types of information should be provided in the vendor responses as outlined in Section 4.1.

Section I, Written Narrative, "as per Section 4.2.2":

Section 4.2.2.1, The Company, requires "a written narrative statement..." addressing at a minimum Items a through e. We assume the state expects to see Section I, Written Narrative, address specifically the items required in Section 4.2.2.1. Please confirm.

Response: The narrative should be provided as described as per Section I, Section 4.1. As per your follow-up question below, Section I is more appropriately described as an overview or executive summary that provides an introduction to the more detailed sections of the proposal to follow.

Section 4.2.2.1, Item c, requests resumes of staff to be assigned to the project. For ease of review, may we place resumes in an appendix to Section I?

Response: Resumes are more appropriately included as per Section II, Section 4.1. Resumes should be submitted as an appendix to Section II, and clearly labeled as such.

How does Section 4.2.2.1, Item e, "Specific plans for providing the proposed services," differ from the larger Section III? We assume that this item (Section 4.2.2.1, e) requires a more general overview of our team's approach, including roles and responsibilities, etc. Please confirm.

Response: Specific plans for providing the proposed services should be included as per Section III, Section 4.1, Vendors Proposal Format.

Should Section 4.2.2.2, The Services, be included in Section I, Written Narrative, as a summary/overview of the services we will provide for this statewide project? We request confirmation of this approach to our response, because we interpret the RFQ to place technical descriptions and methodologies in Section III, Specific Plans. We conclude that Section I is to function somewhat as a modified executive summary. Please confirm.

Response: A description of similar past services rendered by the vendor is more appropriately placed as per Section I. A description of the specific services to be proposed by the vendor for this EOI is most appropriately placed as per Section III, Section 4.1

Addendum 1. Responses to submitted vendor questions regarding EOI SAM-0202

Section II, Vendor Qualifications, "as per Part 3 and Section 4.2.2":

Section 4.2.2.3, References, Qualifications, and Supporting Materials, requires submission of the supporting materials identified in Items a-d. Also, Part 3.6, Vendor Qualifications and Experience, outlines additional requirements for demonstrating project experience in each of the technical performance criteria. We assume that the state expects to see Section II, Vendor Qualifications, address specifically the items required by Section 4.2.2.3 and Section 3.6. Please confirm.

Response: Include descriptions of all relevant qualifications, experience, and technical capabilities as per Section II, Section 4.1, Vendors Proposal Format.

Section III, Specific Plans, "as per Part 3 and Section 4.2.2":

Based on Section 4.2.2.4, we assume that the state expects vendors to use this section to demonstrate compliance with each of the technical performance criteria outlined in Section 3.5, as well as addressing Items a-e of Section 4.2.2.4. We further assume that this would be the appropriate place to demonstrate compliance with Section 4.2.2.8 and 3.4.2 as these sections also address the requirements to demonstrate technical performance and compliance. Please confirm. Please also confirm that we may address Sections 4.2.2.5, 4.2.2.6, and 4.2.2.7 within the framework of Section III, as these items are also part of Part 3.5.

Response: Include descriptions of compliance with all technical performance criteria as per Section III, Section 4.1, Vendors Proposal Format.

Section IV, Task Check Sheets (Attachments A, B, and C):

Having read the instructions on each attachment, as well as the RFQ reference to the general instructions in 1.8.1, we are unclear as to how these detailed attachment forms should be completed. It seems that to respond to each attachment with a detailed compliance plan (since a simple "yes" or "no" will not be considered to be adequate) would be to duplicate the specific plan for technical performance compliance presented in Section III. Based on our understanding of the requirements for Section III, Specific Plans, and the instructions for each attachment, we would duplicate the explanation of methods, QC and QA steps, technical efficiencies related to equipment and personnel resources, etc.

Moreover, since most of the tasks are identical (with a few exceptions that would be addressed in the specific plans), attachments A-C would be largely a duplication of one another as well as a duplication of Section III.

Could the state please provide clarification of what is expected in the attachments' response as compared to Section III, the specific plans?

Response: The state acknowledges there is a certain amount of redundancy inherent in the responses to Attachments A-C. However, this was done to elicit the vendor's responses to consider innovative or alternate responses to each proposed scale of mapping, especially when proposed optional tasks are identified and where 100' design scale mapping extents have not been clearly identified. The appendices are also provided to guide the vendor in the formulation of anticipated costs at such time the successful respondent enters into contract negotiations, as well as to provide a consistent schema for the evaluation of tasks

Addendum 1. Responses to submitted vendor questions regarding EOI SAM-0202

by the state's technical evaluation committee. So long as the initial task is described in detail (e.g., as in Attachment A, Tasks 1-16), a statement such as "refer to response in Attachment x, Task yy" will be acceptable, and any unique tasks are appropriately described in full. Any differences in the approaches taken in the proposed work between the 400' design scale and the 100' design scale shall also be described in detail as per Section III.

Should required forms be included in a Section V or in an appendix?

Response: Required forms shall be included as an appendix to Section II, and clearly labeled.

Page 23, Section 3.5.3.1 requires that vendors scan imagery using an aperture size no finer than the effective resolving power of the combined film and lens system. The section further states, "scan resolution shall not exceed 20 microns for the aerotriangulation solution." Since a 21 micron scan resolution would support the required orthophoto GSDs (2' and .5') from both the 14,400 AMT and 3,600 AMT flying heights, can vendors generate and use 21 micron scans for both digital orthophoto production and aerotriangulation?

Response: A scanning resolution of 21 microns is acceptable as long as all spectral and accuracy requirements are met.

Page 23, Section 3.5.3.1, states, "any negative systematic effects of exposing, processing, and scanning shall be eliminated in the resultant digital files prior to orthorectification." Does this requirement denote that scans must be "dodged" prior to orthorectification or can image dodging occur post-rectification?

Response: Any necessary "dodging" shall be completed prior to orthorectification.

Page 32, Section 3.5.3.6.2, requires edge of pavement collected as a breakline "to avoid unnatural appearance of bridge decks, interstate overpasses, railroad trestles, and similar features in the orthoimagery." Are these elevated features the only places where edge of pavement breaklines are required?

Response: No, breaklines shall be collected for any identified surface feature where the required accuracy of either the DTM surface or the resultant orthorectified imagery would be affected.

Page 29, Section 3.5.3.4.1, acknowledges that smears will result from both the ground level and elevated structure being modeled in the DTM. Will a specification for allowable image smear be established like those for blemishes, scratches, and dust (page 30, section 3.5.3.4.3)?

Response: Yes, if possible, as described for other artifacts.

Page 45, Section 3.5.4.13.5, requires a "Statewide Coverage of Digital Ortho Imagery." Is this an image mosaic compressed in MrSID format or a collection of the 55 individual county coverages?

Addendum 1. Responses to submitted vendor questions regarding EOI SAM-0202

Response: The vendor shall propose what it feels is the most appropriate approach for compiling both a statewide and per county orthoimage "mosaics", but a required deliverable is one complete seamless orthoimage coverage of the entire state. A second set of deliverables is one seamless orthoimage coverage for each of the 55 counties.

In areas where there is 100% coverage of 100' orthophoto tiles, should the 400' tiles be eliminated? There seems to be two places where this is in conflict:

P. 18 States 'Mandatory standard mapping: 2-foot GSD; 2-foot GSD orthoimagery shall be collected for the entire co-terminus extent of the State of West Virginia (25,000 square miles, more or less, including minimum buffers along border areas.

P. 44 Section 3.5.4.13.2 States 'Where the SAMB selects the areas of supplemental or optional high resolution 100' design scale mapping, the underlying whole, medium resolution 400' design scale tiles will be eliminated. Only whole ortho tiles shall be delivered.

Response: Where 100' orthoimages are collected such that the entire underlying 400' scale tile is mapped, those 400' tiles will be eliminated.

Do all orthophoto files need to be filled out in full? For example, if the boundary, including the 1000' overedge, only covers 2000' of the tile, does the orthophotography have to extend to fill the entire rest of the 10,000' X 10,000' tile?

Response: At the 400' scale, only the 1000 foot over edge criteria need be met. At 100' scale, the entire tile shall be included regardless of the overedge.

How many pilot projects are to be performed?

Response: As many as four pilot projects are anticipated, dispersed around the state.

Must we deliver raw scans? If so what is the deliverable format (JPEG compressed or uncompressed TIF).

Response: The successful vendor shall be expected to maintain the raw scans (as uncompressed TIF) for internal purposes until final delivery of the orthoimagery is confirmed. Delivery of raw scans is not required, mainly because of the anticipated additional expense to the project. Raw scans will be considered only as a deliverable if the orientation setup will be used for other photogrammetric work such as contour generation. This topic will be given further consideration during the negotiations phase with the successful respondent. If considered for delivery, JPEG compressed format would be preferred.

Does the state want an A/I Generate format DTM file rather than the presented ASCII format presented in the RFP? The one requested is not directly readable by ArcInfo.

Addendum 1. Responses to submitted vendor questions regarding EOI SAM-0202

Response: An ASCII format DTM file shall be the required deliverable. As a secondary deliverable, the vendor may provide an ArcInfo generate format DTM file as long as the breakline data and the other attribution needed to construct a DTM that can be enhanced by others for contour generation are maintained within project specifications.

RFP implies manual cutlines by some references. If it answers all these concerns, is an automatic mosaicking approach permissible?

Response: An automated mosaicking approach is permissible as long as it adheres to all other mosaicking specifications including those in Section 3.5.3.4.5 .

End of all responses to SAM-0202 Addendum 1.