





# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

 List View 

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 133232

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID:  

SO Doc ID: DEP1600000017

Legal Name: BLUE MOUNTAIN ENGINEERING


Published Date: 10/5/15

Alias/DBA:

Close Date: 10/29/15


Total Bid: \$468,775.00

Close Time: 13:30

Response Date:  

Status: Closed

Response Time:

Solicitation Description:  

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 133232

**Solicitation Description :** Addendum 01: Mapping Services in Northern West Virginia

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-10-29 13:30:00	SR 0313 ESR10291500000001822	1

VENDOR
000000207220 BLUE MOUNTAIN ENGINEERING

**FOR INFORMATION CONTACT THE BUYER**  
 Beth Collins  
 (304) 558-2157  
 beth.a.collins@wv.gov

**Signature X** **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Control Surveying	600.00000	HOUR	\$85.000000	\$51,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description : Control Surveying

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Topographic, Planimetric and Check Surveying	1800.00000	HOUR	\$85.000000	\$153,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description : Topographic, Planimetric and Check Surveying

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Terrestrial LIDAR Collection	600.00000	HOUR	\$85.000000	\$51,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description : Terrestrial LIDAR Collection

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Topographic Mapping - Aerial Photography (0-25 Acres)	15.00000	ACRE	\$165.000000	\$2,475.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description : (including LIDAR Collections)  
List only one rate for each category.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Topographic Mapping - Aerial Photography (25-50 Acres)	30.00000	ACRE	\$85.000000	\$2,550.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** (including LIDAR Collections)  
List only one rate for each category.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Topographic Mapping - Aerial Photography (50-100 Acres)	75.00000	ACRE	\$35.000000	\$2,625.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** (including LIDAR Collections)  
List only one rate for each category.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Topographic Mapping - Aerial Photography (Over 100 Acres)	125.00000	ACRE	\$15.000000	\$1,875.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** (including LIDAR Collections)  
List only one rate for each category.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Licensed Land Surveyor	600.00000	HOUR	\$60.000000	\$36,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** Professional Rates (Listed Disciplines Only)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Survey Manager	1200.00000	HOUR	\$55.000000	\$66,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description : Professional Rates (Listed Disciplines Only)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Mapping/CAD Technician	2400.00000	HOUR	\$40.000000	\$96,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description : Professional Rates (Listed Disciplines Only)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Travel Per Diem (Rate/Person)Day)	125.00000	EA	\$50.000000	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description : Applicable to Survey Crews Only



## LETTER OF TRANSMITTAL

TO: BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV, 25305

### LIST OF ITEMS SUBMITTED

Number of Items	Original or Copy	Description
2	1 Original & 1 Copy	Expression of Interest for Mapping Services in Northern West Virginia Solicitation No. CRFQ 0313 DEP1600000017

Submitted By:

Date:

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Received By:

Date:

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Print Name:

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Please Sign and Return Via Fax or Email

Fax: (304)662-6501

Email: bmi@bluemtninc.com



**EXPRESSION OF INTEREST FOR MAPPING SERVICES IN  
NORTHERN WEST VIRGINIA  
SOLICITATION: DEP1600000017**

*Prepared for:*

**West Virginia Department of Environmental Protection**

Office of Abandoned Mine Lands & Reclamation

601 57<sup>th</sup> ST SE

Charleston, West Virginia 25304

*Prepared by:*

**Blue Mountain Inc.**

10125 Mason Dixon Highway

Burton, West Virginia 26562

Phone: (304) 662-6486

Fax: (304) 662-6501

Email: [bmi@bluemtninc.com](mailto:bmi@bluemtninc.com)

October, 2015



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**Blue Mountain Inc.**  
10125 Mason Dixon Highway  
Burton, WV 26562  
Ph: (304) 662-6486  
Fax: (304) 662-6501

## Introduction

Blue Mountain Inc. (BMI) is pleased to present this expression of interest to the West Virginia Department of Environmental Protection's (WVDEP) mapping project in the northern counties of West Virginia. All information provided within this expression of interest is based off the solicitation request (CRFQ: DEP1600000017). BMI will be able to provide all the services listed to the WVDEP in a timely and cost effective manner.

Here at BMI we strive for quality, expediency, and consistency with all projects we accomplish for our cliental. BMI has a dedicated and talented staff that will go above and beyond to make sure only the highest quality of work is produced for our clients.

To our understanding here at BMI, the services requested for the Northern West Virginia Mapping project are the following:

- Control Surveying;
- Topographic, Planimetric and Check Surveying;
- Terrestrial LiDAR Collection;
- Topographic Mapping – Aerial Photography (including LiDAR collection);
- Licensed Land Surveyor;
- Survey Manager; and a
- Mapping/CAD Technician.

These services are to be provided to the WVDEP's Office of Abandoned Mine Land & Reclamation for 25 northern West Virginia counties. Enclosed are the unit prices, totals, and delivery times for each service as defined in CRFQ: DEP1600000017.

BMI has also enclosed a list of Consultant Qualifications in Appendix A.

Enclosed in Appendix D is a BID schedule summary sheet. Included in this is alternate pricing for Topographical Mapping without LiDAR collection.

For all LiDAR collection projects, orders for LiDAR data collection should be placed no later than March 1<sup>st</sup> of 2016.

BMI is excited to be given the opportunity to work with the State of West Virginia in this endeavor. As a homegrown West Virginia business with a combined 30+ years of experience in Surveying and Aerial mapping, BMI is the perfect fit for your needs.

# **APPENDIX A**



**Blue Mountain Inc.**  
10125 Mason Dixon Highway  
Burton, WV 26562  
Ph: (304) 662-6486  
Fax: (304) 662-6501

## CONSULTANT QUALIFICATION REQUIREMENTS

### SURVEY CONSULTANT

#### INDIVIDUALS PERFORMING WORK:

- Doug Six , Professional Land Surveyor #2000
- Roger Yost
- Colby Yost
- Adam Rine
- Michael Rine
- Shane Bragg
- Chris Ferrell

#### LIST OF SIMILAR WORK COMPLETED BY BLUE MOUNTAIN, INC.:

1. Enlow Overland Belt  
Consol Energy– Enlow Mine: provided aerial mapping, survey control, construction stakeout, and asbuilt of the 7 mile beltline
2. Stream Mitigation Surveys  
Consol Energy – over 200 miles of streams in Greene and Washington County PA.
3. Well Sites  
Multiple Companies –  
Provide topo, aerial imagery, pad design, construction stakeout, and asbuilts
4. Wetland Delineation and Restoration  
Multiple Companies –  
Pre and Post surveying in both WV and PA
5. Control Survey  
Multiple Companies –  
Completed a control survey for 8 million acres of aerial mapping which covers areas in WV, PA, and OH

#### LIST OF SIMILAR WORK CURRENTLY UNDER CONTRACT:

Not Applicable

#### NAME OF PROJECT MANAGER ANTICIPATED FOR THIS WORK:

Doug Six, Professional Land Surveyor #2000

#### NUMBER OF YEARS BLUE MOUNTAIN INC. HAS PERFORMED THIS TYPE OF WORK:

20+ years



**Blue Mountain Inc.**  
10125 Mason Dixon Highway  
Burton, WV 26562  
Ph: (304) 662-6486  
Fax: (304) 662-6501

## MAPPING CONSULTANT

### INDIVIDUALS PERFORMING WORK:

- Craig Fry ASPRS Certified Photogrammetrist #R1336
- Seth Lemley
- Brian Tennant
- Chris Bohon
- Jamie Whitmer
- Megan Gales
- John Wood
- Jonathan Efaw
- Erik Thornberg

### LIST OF SIMILAR WORK COMPLETED BY BLUE MOUNTAIN, INC.:

1. Meathouse Stream Restoration – Two (2) foot contours and planimetrics for post mining stream restoration (December 2014)
2. Fola Coal Reclamation Area – Two (2) foot contours and planimetrics updated to meet current conditions for reclamation work (September 2015)
3. Bailey Mine Refuse Update – Two (2) foot contours and planimetrics updated to meet current conditions for refuse areas (June 2015)
4. Cumberland Mine Railroad Slip Repair – Two (2) foot contours and planimetrics mapped to reflect current conditions for an earth slip next to the railroad (May 2015)
5. Jackson Run Stream Restoration – Two (2) foot contours and planimetrics for post mining stream restoration (August 2015)

### LIST OF SIMILAR WORK CURRENTLY UNDER CONTRACT:

Not Applicable

### NAME OF PROJECT MANAGER ANTICIPATED FOR THIS WORK:

Craig Fry ASPRS Certified Photogrammetrist #R1336

### NUMBER OF YEARS BLUE MOUNTAIN INC. HAS PERFORMED THIS TYPE OF WORK:

10+ years



**Blue Mountain Inc.**  
10125 Mason Dixon Highway  
Burton, WV 26562  
Ph: (304) 662-6486  
Fax: (304) 662-6501

## TERRESTRIAL LIDAR COLLECTION

### INDIVIDUALS PERFORMING WORK:

- Jonathan Efaw
- Erik Thorneberg
- Travis Blake
- Glenn Piroch

### LIST OF SIMILAR WORK COMPLETED BY BLUE MOUNTAIN, INC.:

1. NVG Gas line As-built Documentation-Full 3D models of the above ground features
2. 14W Stream Restoration-Topography and stream bank locations for hydrology
3. Pomeroy Bridge Scan-Full bridge as-built for DOT addition project
4. Athens Roadway Intersection-Full road as-built survey for roadway modifications, six-inch contours
5. South Hills Methodist Church- Full 3D model of entire property for addition of auditorium to existing structures

### LIST OF SIMILAR WORK CURRENTLY UNDER CONTRACT:

Not Applicable

### NAME OF PROJECT MANAGER ANTICIPATED FOR THIS WORK:

Jonathan Efaw

### NUMBER OF YEARS BLUE MOUNTAIN INC. HAS PERFORMED THIS TYPE OF WORK:

3+ Years

# **APPENDIX B**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/5/2015

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

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

<b>PRODUCER</b> Dyer, Heflin, Bowers & Eckels 250 Scott Avenue Morgantown, WV 26505	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (304) 599-3445      FAX (A/C, No): (304) 599-4607 E-MAIL ADDRESS:														
<b>INSURED</b>  Blue Mountain Inc. DBA Blue Mountain Engineering & Blue Mountain Aerial Mapping 11023 Mason Dixon Highway Burton, WV 26562	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : State Auto Insurance Companies</td> <td style="text-align: center;">25127</td> </tr> <tr> <td>INSURER B : BrickStreet Mutual Insurance Company</td> <td style="text-align: center;">12372</td> </tr> <tr> <td>INSURER C : Darwin Select Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Auto Insurance Companies	25127	INSURER B : BrickStreet Mutual Insurance Company	12372	INSURER C : Darwin Select Insurance Company		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**                                      **CERTIFICATE NUMBER:**                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <b>General Liability Gene</b>			PBP2614861	12/28/2014	12/28/2015	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
A	<input checked="" type="checkbox"/> <b>UTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP2342149	12/28/2014	12/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$			PBP2614861	12/28/2014	12/28/2015	EACH OCCURRENCE \$ <b>9,000,000</b>
							AGGREGATE \$
							<b>Umbrella</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N   N / A			WCB1010852	12/28/2014	12/28/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Professional Liab</b>			AB54813	12/28/2014	12/28/2015	<b>Per Claim</b> \$ <b>2,000,000</b>
A	<b>General Liability</b>			PBP2614861	12/28/2014	12/28/2015	<b>Ohio Stop Gap</b> \$ <b>1,000,000</b>

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

**CERTIFICATE HOLDER**                                      **CANCELLATION**

...	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Workers Compensation and Employers Liability Insurance Policy



0009

Policy Number:	WCB1010852
Named Insured:	Blue Mountain Inc
Agency Name:	Dyer, Heflin, Bowers, and Eckels

### Extension of Information Page Classification of Operations

**State: WV**

**Premium Period: 12/28/2014 - 12/28/2015**

**Location: 1**

8602	SURVEYORS, TIMBER CRUISERS, OIL OR GAS GEOLOGISTS OR SCOUTS, & DRIVERS	\$1,659,258.00	0.54	\$8,960.00
8603	ARCHITECTURAL OR ENGINEERING FIRM - CLERICAL	\$2,353,704.00	0.16	\$3,766.00
8603 Include	ARCHITECTURAL OR ENGINEERING FIRM - CLERICAL	\$174,800.00	0.16	\$279.00
0930	Waiver of Subrogation Premium			\$300.00
9812	Employers Liability Limits		0.014	\$182.00
9898	Experience Modification Premium		0.82	\$2,428.00CR
	Total Standard Premium			\$11,059.00
9740	Terrorism		0.012	\$503.00
9741	Catastrophe (Other than certified acts of terrorism)		0.012	\$503.00
9614	Broad Form Employers Liability		0.0792	\$1,030.00
0164C	Coal Mine Disease Exposure - 0164C		1.98	\$4,874.00
9703	WV Regulatory Budget Surcharge		0.05	\$596.00
9702	WV Deficit Reduction Surcharge		0.09	\$1,072.00
9704	WV Fire and Casualty Surcharge		0.0055	\$33.00
	Estimated Annual Premium			\$17,969.00
	Total Amount Due			\$19,670.00
	Policy Estimated Annual Premium			\$20,297.00
	Policy Total Amount Due			\$22,041.00

Issue Date: 07/07/2015  
Issuing Office: Charleston, WV



POLICY INFORMATION PAGE ENDORSEMENT

- Insured's Name (WC 89 06 01)
- Policy Number (WC 89 06 02)
- Effective Date (WC 89 06 03)
- Expiration Date (WC 89 06 04)
- Insured's Mailing Address (WC 89 06 05)
- Experience Modification (WC 89 04 06)
- Producer's Name (WC 89 06 07)
- Change in Workplace of Insured (WC 89 06 08)
- Insured's Legal Status (WC 89 06 10)
- Item 3.A. States (WC 89 06 11)
- Item 3.B. Limits (WC 89 06 12)
- Item 3.C. States (WC 89 06 13)
- Item 3.D. Endorsement Numbers (WC 89 06 14)
- Item 4.\* Class, Rate, Other (WC 89 04 15)
- Interim Adjustment of Premium (WC 89 04 16)
- Carrier Servicing Office (WC 89 06 17)
- Interstate/Intrastate Risk ID Number (WC 89 06 18)
- Carrier Number (WC 89 06 19)
- Issuing Agency/Producer Office Address (WC 89 06 25)

is changed to read: Changed Class Code 0164 from \$146,829.00 to \$0.00 for a location in Pennsylvania.

\*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$19,380.00

Minimum Premium \$291.00

Deposit Premium

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 12/28/2014

Policy Number: WCB1010852

Endorsement No.: 6

Insured Name: Blue Mountain Inc

Premium: \$-917.00

Insurance Company: BrickStreet Mutual Insurance Company

*Gregory A. Dutton*

Countersigned by

WC 89 06 00 B

(Ed. 7-01)



## Workers Compensation and Employers Liability Insurance Policy



0009

Policy Number:	WCB1010852
Named Insured:	Blue Mountain Inc
Agency Name:	Dyer, Heflin, Bowers, and Eckels

### Extension of Information Page Classification of Operations

Class Code No.	Class Description	Exposure	Rate Per \$100 of Remuneration	Estimated Annual Premium
<b>State: PA</b>				
<b>Premium Period: 12/28/2014 - 12/28/2015</b>				
<b>Location: 2</b>				
0955	ENGINEERING CONSULTING FIRM	\$318,640.00	0.34	\$1,083.00
9812	Employers Liability Limits		0.014	\$15.00
9885	Merit Rating Premium		0.95	\$55.00CR
0900	Expense Constant			\$250.00
	Total Standard Premium			\$1,043.00
0064	Premium Discount		0.0153	\$16.00CR
9740	Terrorism		0.028	\$89.00
9741	Catastrophe (Other than certified acts of terrorism)		0.014	\$45.00
0938	Employer Assessment Premium Pursuant to Act 57 of 1997		0.0195	\$28.00
	Estimated Annual Premium			\$1,411.00
	Total Amount Due			\$1,439.00

Issue Date: 07/07/2015  
Issuing Office: Charleston, WV



## Workers Compensation and Employers Liability Insurance Policy



0009

Policy Number:	WCB1010852
Named Insured:	Blue Mountain Inc
Agency Name:	Dyer, Hefflin, Bowers, and Eckels

### Extension of Information Page Classification of Operations

**State: WV**

**Premium Period: 12/28/2014 - 12/28/2015**

**Location: 1**

8602	SURVEYORS, TIMBER CRUISERS, OIL OR GAS GEOLOGISTS OR SCOUTS, & DRIVERS	\$1,659,258.00	0.54	\$8,960.00
8603	ARCHITECTURAL OR ENGINEERING FIRM - CLERICAL	\$2,353,704.00	0.16	\$3,766.00
8603 Include	ARCHITECTURAL OR ENGINEERING FIRM - CLERICAL	\$174,800.00	0.16	\$279.00
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9740	Terrorism		0.012	\$503.00
9741	Catastrophe (Other than certified acts of terrorism)		0.012	\$503.00
9614	Broad Form Employers Liability		0.0792	\$1,030.00
0164C	Coal Mine Disease Exposure - 0164C		1.98	\$4,874.00
9703	WV Regulatory Budget Surcharge		0.05	\$596.00
9702	WV Deficit Reduction Surcharge		0.09	\$1,072.00
9704	WV Fire and Casualty Surcharge		0.0055	\$33.00
	Estimated Annual Premium			\$17,969.00
	Total Amount Due			\$19,670.00
	Policy Estimated Annual Premium			\$19,380.00
	Policy Total Amount Due			\$21,109.00

Issue Date: 07/07/2015  
Issuing Office: Charleston, WV

## POLICY INSTALLMENT PLAN SCHEDULE

Blue Mountain Inc  
 Policy Number: WCB1010852  
 Coverage Period: 12/28/2014 to 12/28/2015

You have elected to pay the total estimated annual premium using an installment plan. There is a payment plan processing fee of \$0 for each installment. You may pay the entire balance at any time to avoid future installment charges.

The installment plan schedule presented below is an estimate. An invoice will be sent to you prior to each installment period. The payment schedule will change if there are changes to the total estimated premium due to mid-term policy activity.

### INSTALLMENT PLAN SCHEDULE

Installment	Amount Due	Due Date
Deposit Premium	\$2,792.00	12/28/2014
Installment	\$2,792.00	03/20/2015
Installment	\$93.00	05/19/2015
Installment	\$2,886.00	06/17/2015
Installment	\$18.00	07/14/2015
Installment	\$9,643.00	07/27/2015
Installment	\$2,885.00	09/17/2015
<b>Total Estimate Policy Premium</b>	<b>\$21,109.00</b>	

Issue Date: 07/07/2015  
 Issuing Office: Charleston, WV

Contact us at [www.brickstreet.com](http://www.brickstreet.com) or Call Us at **866.45BRICK (452-7425)**



POLICY INFORMATION PAGE ENDORSEMENT

- Insured's Name (WC 89 06 01)
- Policy Number (WC 89 06 02)
- Effective Date (WC 89 06 03)
- Expiration Date (WC 89 06 04)
- Insured's Mailing Address (WC 89 06 05)
- Experience Modification (WC 89 04 06)
- Producer's Name (WC 89 06 07)
- Change in Workplace of Insured (WC 89 06 08)
- Insured's Legal Status (WC 89 06 10)
- Item 3.A. States (WC 89 06 11)
- Item 3.B. Limits (WC 89 06 12)
- Item 3.C. States (WC 89 06 13)
- Item 3.D. Endorsement Numbers (WC 89 06 14)
- Item 4.\* Class, Rate, Other (WC 89 04 15)
- Interim Adjustment of Premium (WC 89 04 16)
- Carrier Servicing Office (WC 89 06 17)
- Interstate/Intrastate Risk ID Number (WC 89 06 18)
- Carrier Number (WC 89 06 19)
- Issuing Agency/Producer Office Address (WC 89 06 25)

is changed to read: Changed Class Code 0164C from \$82,274.00 to \$246,140.00 for a location in West Virginia.  
 Changed Class Code 8602 from \$235,000.00 to \$1,659,258.00 for a location in West Virginia.  
 Changed Class Code 0955 from \$858,000.00 to \$318,640.00 for a location in Pennsylvania.  
 Changed Class Code 8603 from \$1,928,001.00 to \$2,528,504.00 for a location in West Virginia.

\*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$20,297.00

Minimum Premium \$291.00

Deposit Premium

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 12/28/2014

Policy Number: WCB1010852

Endorsement No.: 5

Insured Name: Blue Mountain Inc

Premium: \$9,535.00

Insurance Company: BrickStreet Mutual Insurance Company

*Gregory A. Dunton*

Countersigned by



**Workers Compensation and Employers  
Liability Insurance Policy**



0009

Policy Number:	WCB1010852
Named Insured:	Blue Mountain Inc
Agency Name:	Dyer, Heflin, Bowers, and Eckels

**Extension of Information Page  
Classification of Operations**

Class Code No.	Class Description	Exposure	Rate Per \$100 of Remuneration	Estimated Annual Premium
<b>State: PA</b>				
<b>Premium Period: 12/28/2014 - 12/28/2015</b>				
<b>Location: 2</b>				
0955	ENGINEERING CONSULTING FIRM	\$318,640.00	0.34	\$1,083.00
9812	Employers Liability Limits		0.014	\$15.00
9885	Merit Rating Premium		0.95	\$55.00CR
0164	Coal Mine Disease Exposure - 0164		0.54	\$793.00
9807	Non-Ratable Classification Increased Limits Premium		0.014	\$11.00
9848	Non-Ratable Classification Increased Limits Balance to Minimum Premium			\$139.00
0900	Expense Constant			\$250.00
	Total Standard Premium			\$1,986.00
0064	Premium Discount		0.0211	\$42.00CR
9740	Terrorism		0.028	\$89.00
9741	Catastrophe (Other than certified acts of terrorism)		0.014	\$45.00
0938	Employer Assessment Premium Pursuant to Act 57 of 1997		0.0195	\$43.00
	Estimated Annual Premium			\$2,328.00
	Total Amount Due			\$2,371.00

Issue Date: 07/07/2015  
Issuing Office: Charleston, WV

# **APPENDIX C**





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

State of West Virginia  
 Request for Quotation

Proc Folder: 133232

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

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-05	2015-10-29 13:30:00	CRFQ 0313 DEP1600000017	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Blue Mountain Inc.  
 10125 Mason Dixon Highway, Burton, West Virginia 26562  
 Phone: 304-662-6486

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-070-4426

DATE 10-28-2015

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

**ADDITIONAL INFORMATION:**

Addendum No. 01:

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

1. To delete line 4 on the commodity lines for 'Mobile Scanner' this line was added in error.

No other changes.

CRFQ

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Control Surveying	600.00000	HOUR	85.00	51000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Control Surveying

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Topographic, Planimetric and Check Surveying	1800.00000	HOUR	8.00	14400.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Topographic, Planimetric and Check Surveying

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Terrestrial LIDAR Collection	600.00000	HOUR	85.00	51,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Terrestrial LIDAR Collection

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

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

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Line is inactive, not a bidable line.

Mobile Scanner

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Topographic Mapping - Aerial Photography (0-25 Acres)	15.00000	ACRE	165.00	2,475.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

(including LIDAR Collections)

List only one rate for each category.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Topographic Mapping - Aerial Photography (25-50 Acres)	30.00000	ACRE	85.00	2,550.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

(including LIDAR Collections)

List only one rate for each category.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Topographic Mapping - Aerial Photography (50-100 Acres)	75.00000	ACRE	35.00	2,625.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

(including LIDAR Collections)

List only one rate for each category.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Topographic Mapping - Aerial Photography (Over 100 Acres)	125.00000	ACRE	15.00	1,875.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

(including LIDAR Collections)

List only one rate for each category.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Licensed Land Surveyor	600.00000	HOUR	60.00	36,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Professional Rates (Listed Disciplines Only)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Survey Manager	1200.00000	HOUR	55.00	66,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Professional Rates (Listed Disciplines Only)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Mapping/CAD Technician	2400.00000	HOUR	40.00	96,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Professional Rates (Listed Disciplines Only)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Travel Per Diem (Rate/Person)Day)	125.00000	EA	50.00	6,250.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Applicable to Survey Crews Only

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Question Deadline at 5:00PM, EST	2015-10-02

<b>DEP1600000017</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 01: Mapping Services in Northern West Virginia	<b>Page 7</b> <b>of 7</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# **APPENDIX D**



<b>Mapping Services in Northern West Virginia</b>				
<b>Task</b>	<b>Units</b>	<b>Unit Price \$</b>	<b>Total Cost \$</b>	<b>Delivery Times (Turn around) (Days)</b>
Control Surveying	600	85	51,000.00	70
	(Hours)			
Topographic, Planimetric and Check Surveying	1800	85	153,000.00	80
	(Hours)			
Terrestrial LIDAR Collection	600	85	51,000.00	60
	(Hours)			
Topographic Mapping - Aerial Photography (0-25 Acres) (including LIDAR Collections)	15	165	2,475.00	2
	(Acres)			
(w/o LiDAR Collection)*	\$ 1200 base +	9	1,335.00	
Topographic Mapping - Aerial Photography (25-50 Acres) (including LIDAR Collections)	30	85	2,550.00	3
	(Acres)			
(w/o LiDAR Collection)*	\$ 1200 base +	8	1,440.00	
Topographic Mapping - Aerial Photography (50-100 Acres) (including LIDAR Collections)	75	35	2,625.00	4
	(Acres)			
(w/o LiDAR Collection)*	\$ 1200 base +	7	1,725.00	
Topographic Mapping - Aerial Photography (Over 100 Acres) (including LIDAR Collections)	125	15	1,875.00	5
	(Acres)			
(w/o LiDAR Collection)*	\$ 1200 base +	6	1,950.00	
Topographic Mapping - Aerial Photography (Over 500 Acres) (including LIDAR Collections)**		8	-	5
	(Acres)			
(w/o LiDAR Collection)*		5		
Licensed Land Surveyor	600	60	36,000.00	60
	(Hours)			
Survey Manager	1200	55	66,000.00	120
	(Hours)			
Mapping/CAD Technician	2400	40	96,000.00	240
	(Hours)			
Travel Per Diem (Rate/Person)Day	125	50	6,250.00	70
	(Day)			

\*Alternate Base price for Topographic Mapping without LiDAR collection plus unit price

\*\* Any Topographic Mapping over 500 Acres, the unit cost will be adjusted to a unit price of \$8.00 per unit

# **APPENDIX E**

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

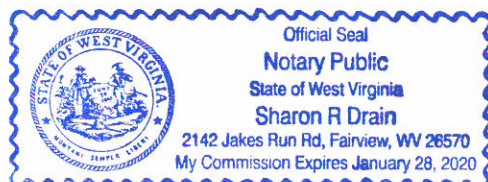
**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: Blue Mountain Inc.Authorized Signature: [Signature] Date: 10/26/15State of West VirginiaCounty of Monongalia, to-wit:Taken, subscribed, and sworn to before me this 26 day of October, 2015.My Commission expires January 28, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



# **APPENDIX F**

## West Virginia Division of Labor

State Capitol Complex – Building 6, Room B-749 - Charleston, WV 25305  
(304) 558-7890

(304) 558-5174

[www.wvlabor.org](http://www.wvlabor.org)

EARL RAY TOMBLIN  
Governor

**039924**  
JOHN R JUNKINS  
Acting Commissioner

March 4, 2015

### EXEMPTION FROM THE REQUIREMENTS OF THE CONTRACTOR LICENSING ACT

---

The following company has demonstrated through a letter of explanation that due to the nature of business being conducted, the company is exempt from provisions of the West Virginia Contractor Licensing Act.

BLUE MOUNTAIN ENGINEERING  
11023 MASON DIXON HIGHWAY  
BURTON, WV 26562

TYPE OF WORK PERFORMED....

**"COMPANY WILL PERFORM SURVEYING AND ENGINEERING SERVICES. NO CONSTRUCTION MANAGEMENT OR COUNSELING FOR CONSTRUCTION PROJECTS."**

---

While this exemption may exclude you from the requirements of having a contractor license, it does not exempt you from requirements of other state laws.

This exemption expires:                      March 4, 2016



---

Mitch Woodrum, Director  
Licensing

**\* To renew this exemption, please fax it to (304) 558- 5174 or email to [Licensing@wv.gov](mailto:Licensing@wv.gov)**

**Please list return fax number or email address:**

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# **APPENDIX G**

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Blue Mountain Inc.
Date:

Signed: [Signature]
Title: President

# **APPENDIX H**



## GENERAL TERMS AND CONDITIONS:

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

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

**Term Contract**

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

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

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

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

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

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

**Other:** See attached.

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

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_  
\$1,000,000.00 or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

\$1,000,000.00 Professional Liability

\$1,000,000.00 Auto Liability

\$2,000,000.00 Aggregate

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

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

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

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

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

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

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

to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States



and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

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

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing\\_requisitions@wv.gov](mailto:purchasing_requisitions@wv.gov).

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION AND SIGNATURE PAGE**

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

Blue Mountain Inc.  
(Company)

  
(Authorized Signature) (Representative Name, Title)

304-662-6486 304-662-6501 10/28/15  
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:  
(Check the box next to each addendum received)

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

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

*Blue Mountain Inc.*

Company

*[Signature]*

Authorized Signature

10/28/15

Date

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

# **APPENDIX I**

# BLUE MOUNTAIN INC

## OUR COMPANY

**BLUE MOUNTAIN INC** is a family owned business. It was established in the basement of Doug and Wanda Six's home in 1991, with only two employees. With a great deal of hard work and dedication, BMI has continued to grow and adapt.

**BMI is the Mid-Atlantic region's premier provider of innovative services and is equipped to take our client's projects from conception to final design and construction stake-out. BMI strives to assist companies with all of their efforts. We understand that unexpected events arise, and are able to adapt and provide services on short notice.**

## SERVICES FEATURED

- ◆ Surveying
- ◆ Aerial Mapping
- ◆ Helicopter Services
- ◆ Drone Services
- ◆ LiDAR
- ◆ 3D Laser Scanning
- ◆ GIS Services
- ◆ Engineering & Design
- ◆ Asset Management
- ◆ Environmental Services

**10125 MASON DIXON HWY**

**BURTON, WV 26562**

**P: (304) 662-6486**

**F: (304) 662-6501**

**BMI@BLUEMTNINC.COM**

**WWW.BLUEMTNINC.COM**



## AERIAL MAPPING

Since 2005 BMI has been providing Top-of-the-Line Aerial Photography and associated services to the Mid-Atlantic Region.

## ASSET MANAGEMENT

Experienced individuals are eager to help increase productivity through asset accountability.

## CONSTRUCTION

With our highly skilled staff, we offer a range of construction inspection, project management and materials testing services.

## ENGINEERING

Experienced BMI engineers provide solutions through intuitive site designs and established regulatory relationships.

## ENVIRONMENTAL

Highly trained staff understand project goals and provide high quality information for site design and permit compliance.

## ENDANGERED BAT SPECIES

BMI specializes in Bat population studies/surveys and Conservation Measures, including building and placement of Artificial Bark, Bat Boxes, Bat Condos and Rocket Boxes.

## SURVEYING

BMI stays up to date with state-of-the-art surveying technologies and equipment to provide the most comprehensive and efficient experience for our clients.

## 3D LASER SCANNING

BMI is the premier source in the Mid-Atlantic region of onsite 3D laser scanning.





# BLUE MOUNTAIN INC

## SURVEYING SERVICES & TECHNOLOGY

**BLUE MOUNTAIN INC.** provides a complete package of surveying services. BMI stays up to date with state-of-the-art surveying technologies and equipment to provide the most comprehensive and efficient experience for our clients.

BMI works in multiple industries including: oil and gas, utility, pipeline, coal, rail, transportation, property boundary, and local, state, and federal government.

### SERVICES FEATURED

- ◆ 3D Laser Scanning
- ◆ Conceptual Visualization
- ◆ Construction Stake-Out
- ◆ Core-Hole Surveys
- ◆ As-Builts
- ◆ Hydrographic Surveys
- ◆ One-Call Services
- ◆ Pipeline Routing
- ◆ Plant Modification Models
- ◆ Property Boundary Surveys
- ◆ Rights-of-Way Surveys
- ◆ Stream Monitoring
- ◆ Structural Monitoring
- ◆ Structural Steel Analysis
- ◆ Subsidence Monitoring
- ◆ Title Mapping
- ◆ Well Searching
- ◆ Well Staking

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Blue Mountain Inc.

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# BLUE MOUNTAIN INC

## AERIAL MAPPING & LIDAR

**BLUE MOUNTAIN INC.** has been providing the Mid-Atlantic region with Top-of-the-Line aerial mapping services since 2005. BMI staff includes an ASPRS Certified Photogrammetrist who has the capability to offer high detail, low-altitude imagery upon request.

**We are located in Northern West Virginia, but we can map ANYWHERE. No project is too large, too small, or too far away. If you need it mapped, BMI can map it.**

**We have 2 foot LiDAR contours on demand for our coverage area.**

### SERVICES FEATURED

- ◆ 3D Laser Scanning
- ◆ Conceptual Visualization
- ◆ Construction Stake-Out
- ◆ Core-Hole Surveys
- ◆ As-Builts
- ◆ Hydrographic Surveys
- ◆ One-Call Services
- ◆ Pipeline Routing
- ◆ Plant Modification Models
- ◆ Property Boundary Surveys
- ◆ Rights-of-Way Surveys
- ◆ Stream Monitoring
- ◆ Structural Monitoring
- ◆ Structural Steel Analysis
- ◆ Subsidence Monitoring
- ◆ Title Mapping
- ◆ Well Searching
- ◆ Well Staking

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### ENDANGERED BAT SPECIES

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### SURVEYING

BMI stays up to date with state-of-the-art surveying technologies and equipment to provide the most comprehensive and efficient experience for our clients.

### 3D LASER SCANNING

BMI is the premier source in the Mid-Atlantic region of onsite 3D laser scanning.



# BLUE MOUNTAIN INC

## ENGINEERING

**BLUE MOUNTAIN INC.** provides clients with solutions through intuitive site designs and established regulatory relationships. BMI staff is well trained and established within the Mid-Atlantic region for all of your design needs.

BMI employees use the latest CADD/GIS/GPS Total Station equipment to ensure that the client completes their project exactly to the specifications.

### SERVICES FEATURED

- ◆ Roadway Design
- ◆ Oil & Gas Design
- ◆ Feasibility Studies
- ◆ Compaction Testing & Inspection
- ◆ Permitting:
  - ◆ Department of Transportation
  - ◆ Rights-of-way Occupancy
- ◆ Geotechnical Oversight
- ◆ Concrete Testing & Inspection
- ◆ Erosion & Sediment Control
- ◆ Hydrologic & Hydraulic Analysis
- ◆ Site Location Optimization
- ◆ Post-Construction Stormwater Management

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Blue Mountain Inc.

### AERIAL MAPPING

Since 2005 BMI has been providing Top-of-the-Line Aerial Photography and associated services to the Mid-Atlantic Region.

### ASSET MANAGEMENT

Experienced individuals are eager to help increase productivity through asset accountability.

### CONSTRUCTION

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# BLUE MOUNTAIN INC ENVIRONMENTAL

**BLUE MOUNTAIN INC.** provides clients with a well trained, well established, and diverse environmental department. Wetland delineations, rare, threatened, and endangered species surveys, mitigation, monitoring, stream quality monitoring and inspection are just some of the environmental services BMI offers. Working hand in hand with BMI engineers, project issues are efficiently and economically solved.

BMI has well established relationships with the permitting agencies to help ensure timely and economical project performance.

## SERVICES FEATURED

- ◆ RTE/SOSC plant species relocation
- ◆ HAZMAT Clean-up & Remediation Services
- ◆ Phase I & II Environmental Site Assessment
- ◆ Wetland & Stream Delineation
- ◆ Mitigation Design, Oversight & Monitoring
- ◆ Water & Soil Sampling
- ◆ Endangered Species Studies & Surveys
- ◆ Permitting:
  - ◆ United States Army Corps of Engineers
  - ◆ Department of Environmental Protection
  - ◆ National Historic Preservation Office
  - ◆ Department of Natural Resources
  - ◆ United States Fish & Wildlife Service
  - ◆ County & Township permitting

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# BLUE MOUNTAIN INC

## ENDANGERED BAT SPECIES

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**BLUE MOUNTAIN INC.** provides clients with a full range of options and services related to endangered bat species. From Bat Condos to Habitat Surveys, BMI has the capabilities to provide what is required for your mitigation efforts.

BMI is able to provide economical alternatives for clients by performing bat surveys in conjunction with other environmental surveys by our certified and versatile staff.

### SERVICES FEATURED

- ◆ Population Studies
- ◆ Phase I Bat Habitat Surveys
- ◆ Phase III Presence/Absence Acoustic Surveys
- ◆ Cave & Mine Portal Surveys
- ◆ Emergence Counts
- ◆ Mortality Surveys
- ◆ Conservation Plans
- ◆ Conservation Measures (Building & Placement):
  - ◆ Artificial Bark
  - ◆ Tree Girdling
  - ◆ Bat Boxes
  - ◆ Bat Condos
  - ◆ Rocket Boxes

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# **BLUE MOUNTAIN INC**

## **GEOGRAPHIC INFORMATION SYSTEMS**

**BLUE MOUNTAIN INC.** provides clients with reliable and practical solutions to a variety of everyday issues. Using cutting edge GIS technology and software, we equip clients with workable tools tailored to their needs.

BMI employees utilize GIS to help facilitate decision making during project planning. Through BMI's ability to utilize multiple economic preplanning resources, clients are provided with higher quality end products.

### **SERVICES FEATURED**

- ◆ Geodatabase Creation & Management
- ◆ GIS Land Maps
- ◆ Project Management
- ◆ Change Detection
- ◆ GIS for Local Government
- ◆ Mobile GIS applications
- ◆ Project Map Creation
- ◆ GIS Websites
- ◆ Cadastral Mapping
- ◆ Digital Tax Map Conversion
- ◆ Addressing and Mapping

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# BLUE MOUNTAIN INC

## HELICOPTER & DRONE SERVICES

**BLUE MOUNTAIN INC.'S** helicopter and drone services can provide clients with high-resolution aerial photos, cinema quality video, PHMSA infrared gas leak detection, emergency flights and so much more.

**BMI's certified staff are on site and ready at a moments notice.**

### SERVICES FEATURED

- ◆ Low-Altitude Photography
- ◆ High-Resolution Aerial Photos
- ◆ Transportation for Site Visits & Tours
- ◆ Flyovers for Inspection & Progress
- ◆ DOT Aerial Pipeline Inspection
- ◆ DOT-Certified PHMSA Bi-Weekly Pipeline Inspection
- ◆ Infrared and Daylight Stabilized Video
- ◆ PHMSA Leak-Detection Satisfied High-Res Daylight & Infrared Video

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# BLUE MOUNTAIN INC

## ASSET MANAGEMENT

**BLUE MOUNTAIN INC.** has a team of experienced individuals eager to help your company increase productivity and ensure all assets are accounted for, and are presented in an accurate and appealing manner. Whether it be combing through files from 1999 or displaying all holdings on platforms such as Google Earth and ArcGIS, BMI is ready to exceed your expectations.

Asset management can be used across the board from small business workflow improvement to scheduling a multi-billion dollar project. Because each company is built and structured differently, our asset management is built and structured differently. We provide each client with a customized way to understand their assets and fit their needs.

## SERVICES FEATURED

- ◆ Project Management
- ◆ Budget Monitoring
- ◆ Data Mining & Research
- ◆ Document Controls
- ◆ Project Auditing
- ◆ Quality Assurance/Quality Control
- ◆ Standards & Procedure Development
- ◆ Project Scheduling
- ◆ Workflow Coordination & Assessment
- ◆ Pad, Pipeline, & Document As-Builts

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# BLUE MOUNTAIN INC

## CONSTRUCTION SERVICES

**BLUE MOUNTAIN INC** personnel have over 15 years of construction inspection experience and are available to ensure reliable project completion. BMI professionals have sound judgement, understand procedures, utilize effective and economic inspection techniques, are up-to-date with current construction methods, and have the required certifications.

BMI is here to help you achieve a successful construction project.

### SERVICES FEATURED

- ◆ Caisson Inspection
- ◆ Concrete Inspection
- ◆ Aggregate Inspection
- ◆ Compaction Inspection
- ◆ Waterline Installation Inspection
- ◆ Pile Installation Oversight & Inspection
- ◆ Bedrock Determination
- ◆ On-Site Plan Verification and Validation
- ◆ On-Site Safety & Quality Control
- ◆ Structural Inspection
- ◆ Berm Ridgeline Earthwork Inspection & Compliance

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## 3D LASER SCANNING

**BLUE MOUNTAIN INC** provides accurate 3D laser services for clients needing a variety of applications. From oil and gas, coal and construction to failure modeling and third party processing, BMI has you covered.

**BMI's 3D laser services save you on cost and design, all while giving accurate high definition surveying. BMI uses cutting edge technology to provide clients with a virtual look at their jobsites. We also have the ability to use ground-based LiDAR to problem solve after construction.**

### SERVICES FEATURED

- ◆ Well Site As-Builts
- ◆ Plant Layout
- ◆ Above ground Pipeline Features
- ◆ Conceptual Site Rendering
- ◆ Earthwork Displacement Modeling
- ◆ Utility Road Clearances
- ◆ Failure Modeling
- ◆ Third Party Scan
- ◆ Prep Plant Modeling
- ◆ Belt Structure Analysis
- ◆ Underground Mine Mapping
- ◆ Pit & Stockpile Volumes
- ◆ Conceptual Stress Analysis
- ◆ Structural Alignment Checks
- ◆ Plant Renderings
- ◆ Layout and Design Checks
- ◆ Building Information Models

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