



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

State of West Virginia  
 Request for Quotation  
 27 - Miscellaneous

Proc Folder: 188928

Doc Description: Mapping Services in Northern West Virginia (Open-End)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-19	2016-06-21 13:30:00	CRFQ 0313 DEP1600000054	1

**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, Incorporated  
 11023 Mason-Dixon Highway  
 Burton, WV 26562  
 304.662.6486

06/21/16 11:20:29  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X 

FEIN # 550704426

DATE 6/20/16

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

**ADDITIONAL INFORMATION**

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 FOR THE NORTHERN WEST VIRGINIA COUNTIES, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Control Surveying	600.00000	HOUR	\$32.50	\$19,500

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**  
(Spec Item 3.1.1.2 & 4.2)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Topographic, Planimetric and Check Surveying	1800.00000	HOUR	\$32.50	\$58,500

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**  
(Spec Item 3.1.1.3 & 4.2)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Topographic Mapping - (0-25 Acres)	15.00000	ACRE	\$113.00	\$1,695

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**  
(Spec Item 3.2 & 4.2)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Topographic Mapping - (25-50 Acres)	30.00000	ACRE	\$78.00	\$2,340

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**  
(Spec Item 3.2 & 4.2)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Topographic Mapping - (50-100 Acres)	75.00000	ACRE	\$30.00	\$2,250

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**  
(Spec Item 3.2 & 4.2)

<b>ENVIRONMENTAL PROTECTION</b> <b>OFFICE OF AML&amp;R</b> 601 57TH ST SE CHARLESTON WV25304 US		<b>ENVIRONMENTAL PROTECTION</b> <b>OFFICE OF AML&amp;R</b> 601 57TH ST SE CHARLESTON WV 25304 US	
---	--	--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Topographic Mapping - (Over 100 Acres)	125.00000	ACRE	\$13.50	\$1,687.50

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**  
 (Spec Item 3.2 & 4.2)

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Question Deadline at 5:00 PM, EST	2016-06-03

<b>DEP1600000054</b>	<b>Document Phase</b> Final	<b>Document Description</b> Mapping Services in Northern West Virginia (Open-End)	<b>Page 5</b> <b>of 5</b>
----------------------	--------------------------------	---	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**RESPONSE TO THE REQUEST FOR QUOTATION FOR  
MAPPING SERVICES IN NORTHERN WEST VIRGINIA  
SOLICITATION: DEP1600000054**

*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)

June, 2016

**TABLE OF CONTENTS**

**INTRODUCTION ..... 1**

**CERTIFICATION AND SIGNATURE PAGE ..... 2**

**PURCHASING AFFIDAVIT ..... 3**

**VENDOR PREFERENCE..... 4**

**ADDENDUM ACKNOWLEDGEMENT FORM..... 5**

**CONSULTANT QUALIFICATIONS ..... 6-7**

**PROJECT SPECIFICATIONS..... 8-22**

**APPENDIX I: OPEN RATINGS SURVEY ..... I**

**APPENDIX II: CERTIFICATE OF LIABILITY INSURANCE ..... II**



**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 response to the request for quotation for 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: DEP1600000054). 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;
- Topographic Mapping – Aerial Photography (including LiDAR collection);

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 and totals for each service as defined in CRFQ: DEP1600000054. All work mentioned and priced in this response shall adhere to the specifications provided in CRFQ: DEP1600000054 and related attachments and addenda.

For all Aerial Photography and Topography projects, orders for data collection should be placed no later than March 1<sup>st</sup> of 2017 in order to be able to provide the highest quality service using leaf-off photography.

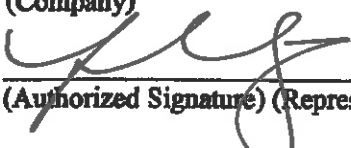
BMI is excited to be given the opportunity to work with the State of West Virginia in this endeavor. As a homegrown West Virginia business with a combined 30+ years of experience in Surveying and Aerial mapping, BMI is the perfect fit for your needs.



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

JD - VP - BUSINESS DEV.  
 (Name, Title)  
Joshua N. Diaz, P.E. Vice President, Business Development  
 (Printed Name and Title)  
11023 Mason Dixon Highway, Burton, WV 26562  
 (Address)  
304.662.6486/304.662.6501  
 (Phone Number) / (Fax Number)  
bmi@bluemtninc.com  
 (email address)

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

Blue Mountain, Incorporated  
 (Company)  
  
 (Authorized Signature) (Representative Name, Title)  
Joshua N. Diaz, P.E. - Vice President, Business Development  
 (Printed Name and Title of Authorized Representative)  
06/20/2016  
 (Date)  
304.662.6486/304.662.6501  
 (Phone Number) (Fax Number)

*3*

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 1600000054**

**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

  
Authorized Signature

6/20/16  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



**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:

1. **ALTA Survey of a Confidential Pipeline Route for clients in Northern West Virginia.**
2. **ALTA Survey of an 800+ acre tract in Northern West Virginia for a confidential client.**
3. **Multiple landowner survey requests ranging in size from less than an acre to several hundred acres.**

#### 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:

1. **Aerial Photography and Topography for 13+ counties in West Virginia to be used by county and local municipalities within the courthouse**
2. **Daily requests for aerial photography and topography from countless engineering and survey firms throughout WV, PA, and OH.**

### 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**

REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation (WVDEP/AML) to establish an open-end contract for Mapping Services in Northern Counties of West Virginia. The Scope of Work shall include the development of detailed topographical mapping from field survey data, aerial photography, light detection and ranging (LiDAR) data, or currently utilized and developing technologies. Upon delivery, these data should be suitable and adequate for the development of detailed construction plans and specifications. The limits of areas to be mapped shall be outlined on documents included in the Work Directive, and also, as directed and determined during initial on-site meetings.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto, and used to evaluate the Solicitation responses.
  
  - 2.3 **“LiDAR”** is an optical sensing technology used to determine the position, velocity, or other characteristics of distant objects by analysis of pulsed laser light reflected from their surfaces.
  
  - 2.4 **“NAD83/2011”** is the North American Datum of 1983.
  
  - 2.5 **“NAVD88”** is the North American Vertical Datum of 1988.
  
  - 2.6 **“ASCII”** is the American Standard Code for Information Interchange.
  
  - 2.7 **“ASC”** is the American Standard Code which is a text file in which each byte represents one character according to ASCII code.
  
  - 2.8 **“TXT”** is a computer file that contains Text (and possibly formatting instructions) using seven-bit ASCII characters.
  
  - 2.9 **“GSD”** is the Ground Sample Distance which is the physical measure of the level of detail of data collection for remote digital imaging of the surfaces of terrestrial objects.

REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

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

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

---

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

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

**2.25 “RFQ”** means Request for Quotation.

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

**3. GENERAL REQUIREMENTS:**

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

**3.1.1 CONTROL, TOPOGRAPHIC, PLANIMETRIC AND CHECK SURVEY**

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

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

The measurement and payment for Control Surveying shall be ‘per hour’ and shall be inclusive of all requirements herein. No additional payment will be made for this work.

3.1.1.3 Field Surveys for Topographic Mapping – Field surveys will be conducted as needed to establish horizontal and vertical control data for preparation of the topographic map(s) as well as the

REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

required check sections and any necessary planimetric locations. The following specifications and stipulations will apply to field survey.

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

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

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

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

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



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

---

3.1.1.3.f Vertical traverses shall be of such precision that the error of closure (in feet) shall not exceed plus or minus 0.05 times the square root of the length of the traverse (in miles). The locations, descriptions, and elevations of benchmarks shall be accurately recorded in the notes or contained within a point list file.

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

### **3.2 Topographic Mapping**

#### **3.2.1 TOPOGRAPHICAL MAPPING Using Aerial Photography and Airborne or Terrestrial LiDAR**

3.2.1.1 Aerial Photography – Digital imagery derived from a digital camera shall have a GSD (Ground Sample Distance) NTE of 10.0 cm, RGB (color). NTE 12 microns. The photographs shall be made with a calibrated precision-type aerial camera in a vertical position. The Mapping Consultant or their Sub-Consultant shall supply (1) a copy of a calibration certificate, issued by the National Institute of Standards and Technology (NIST) or other competent testing organizations, which is dated within the past thirty-six (36) months or (2) a copy of a specification document issued by a competent testing organization or the manufacturer citing the fiduciary dimensions of the imaging device upon demand by the DEP. Any commercial aerial film with a fine-grain emulsion may be used. Altitude shall be the height above average ground required to achieve the accuracy listed in these specifications, not to exceed 4,800 feet.

The time for taking the photographs shall be such that the sky is clear of clouds and haze, streams are within their normal banks, deciduous trees and other vegetation are without leaves, and the ground is free from snow cover. The time for taking of photographs shall be further confined to that portion of the day when the sun is at its highest angle.

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

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

---

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

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

3.2.1.1.b Copies of cross-sections taken every 300 feet along the baseline, plotted and overlaid on cross-sections developed from the mapping to verify the mapping accuracy. Upon review, WVDEP/AML reserves the right to request corrections to any discrepancies of areas of concern. The requested corrections shall be made at the vendor's cost. These areas shall specifically include areas of mapping in which concentrated design and/or construction efforts are required, as per the Work Directive, and also, as directed and determined during initial and subsequent on-site meetings.

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

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

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

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

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

---

3.2.1.5 Topographic Mapping – Topographic base map drawings shall be on 24" x 36" standard map sheets. Every 10' contour interval shall be accentuated with elevations noted. The topographic contour map(s) shall be prepared using stereo photogrammetric or DTM methods. The basic map shall be plotted and mechanically transcribed to a scale of 1" = 50' with a contour interval of 1 foot unless otherwise specified by the DEP based on particular needs established due to the site specific circumstances. Digitally compiled and triangulated surface model(s) shall be DTM or XML compatible formats.

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

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

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

3.2.1.5.a If the mapping requires the use of two sheets or more, match lines will be used to relate the sheets together. If the use of more than two sheets is necessary, an additional sheet will be required with a reduced scale enabling the placement of the entire area on one sheet indicating how the sheets relate to each other.

3.2.1.5.b Each topographic sheet shall be oriented, whenever possible so the direction of stream flow is from the left to the right or from the top to the bottom of the sheet. Arrows indicating the direction of stream flow will be included. Spot elevations shall be shown to assist in determination of hilltops, saddles and road intersections. Each sheet shall contain a bar scale and a geodetic or polar north arrow.

3.2.1.5.c Physical Features – All physical features situated on the ground such as vegetation, rivers, ponds, lakes, small streams, rock outcrops, and other unusual features will be located and identified on the topographic map.

REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

3.2.1.5.d Cultural Features – All cultural features such as houses, barns, buildings, commercial businesses, highways, railroad, bridges, pipelines, farm ponds, fences, electric power lines, telephone lines, utility lines, gas wells, and any other cultural features shall be located and identified on the topographic map. Specific features dealing with mining such as the limits of coal refuse, landslides if determinable, the location of strip mine highwalls and overburden, deep mine openings, both draining and dry and any other mining related feature must be located and identified on the topographic map. This requirement should be accomplished to the best degree possible without an actual detailed survey, such as digital orthophotos.

3.2.1.5.e All horizontal and vertical control points – to include permanent or temporary benchmarks, will be located and identified on the map. There shall be a minimum of three vertical points and three horizontal points.

3.2.1.5.f The precision of the topographic map for all areas within the actual project area shall not be less than the following:

- Average error shall not exceed 0.01 x the scale of the map expressed in feet per inch.
- Percentage error in scaled areas shall not exceed 0.02 x scale of the map expressed in feet per inch.
- Of points chosen at random, the percentage whose error in elevation exceeds one-half the specified contour interval shall not exceed 10 percent.
- All maps shall be drawn to the limits as shown on the mapping outline for the individual areas.

Note: Areas outside the actual project limits are to be as precise as conditions allow but will not be held to these limits.

3.2.1.5.g Symbols and abbreviations shall be in accordance with “Standard Map Symbols” published by the Soil Conservation Service, U.S. Department of Agriculture, January 1965 or adopted industry standards.

The measurement and payment for Topographic Mapping shall be ‘per acre’ and shall be inclusive of all requirements herein.

### 3.3 Mapping Consultant Qualification Requirements

3.3.1 The Mapping Consultant shall demonstrate the capability of providing topographical, design data, and construction surveys in accordance with US National Map Standards. Minimum experience is two

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

---

(2) years. To the extent possible, the Mapping Consultant will utilize available aerial photography, aerial topographic maps and existing or generated, LiDAR data sets and the information contained thereon, in addition to, planimetric locations for the development of mapping. All survey work described below shall be performed under the direction of a Professional Surveyor, licensed or registered in the State of West Virginia, who will certify the work and drawings performed under this contract and as directed in the specific project work directive.

During the performance of this contract, the Mapping Consultant agrees to follow and obey all Federal and State Laws and Regulations, etc.

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

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

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

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

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

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

REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

**3.4 Additional Requirements:**

3.4.1 In accomplishing services to fulfill the requirements of Work Directives, neither the Mapping Consultant or his Sub-Consultant shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

3.4.2 Any Mapping Consultant shall be ineligible to bid on any aspect of the construction phase of a project if it prepared any part or aided in the preparation of any part of the contract documents for construction.

3.4.3 WVDEP/AML may retain ten percent (10%) of the Mapping Consultant's invoices until such time the Chief is satisfied that all of the conditions of the contract have been met. The Mapping Consultant must be responsible for taking any and all such measures as are necessary to correct any defect(s) arising out of the contract which are proven to be as a result of error(s) in the mapping. Such corrective action(s) shall be performed to the satisfaction of the Assistant Director.

**3.5 Location of Work:**

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

3.5.2 The area of work shall include the entire State of West Virginia. The counties listed below are the coal producing counties and those in parentheses represent where most of the work required in the contract is located.

**"Northern" Counties**

1. (Hancock)
2. (Brooke)
3. (Ohio)
4. Marshall
5. Wetzel
6. Tyler
7. (Monongalia)
8. (Preston)

REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

9. (Marion)
10. Doddridge
11. (Harrison)
12. (Taylor)
13. Mineral
14. (Grant)
15. (Tucker)
16. (Barbour)
17. (Lewis)
18. (Braxton)
19. (Upshur)
20. (Webster)
21. Pocahontas
22. (Randolph)
23. Pendleton
24. (Gilmer)
25. Calhoun

**4. CONTRACT AWARD:**

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

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

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

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

REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

**5. ORDERING AND PAYMENT:**

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

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

Work will be ordered by the WVDEP/AML Project Manager or authorized representative through a Work Directive which shall specify the location of this project site, the specified problem, the work to be performed, and the time frame during which the work must be completed. The Mapping Consultant will then be responsible for contacting WVDEP/AML to arrange an on-site meeting. Upon completion of a field reconnaissance with a WVDEP/AML representative, the Mapping Consultant will submit a Cost Proposal for the work requested, signed by a principal of the firm. The individual project cost proposal which contains the quantity estimates shall be in accordance with the unit prices provided in the response to this RFQ.

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

The Mapping Consultant shall invoice after the completion of work specified in the Work Directive and after submission of all required work when the Performance Period is less than thirty (30) days. Invoices may be submitted monthly when the Performance Period exceeds thirty (30) days.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** The Mapping Consultant shall prepare, submit and deliver all original survey notes, associated data files, base topographic mapping and additional drawings etc., or calculations as may be requested by the specific Work Directive within the time frame established for the project. The submission of all preliminary documents or required revisions must also be accomplished within said time frame. Additional time will be given for completion of any revisions and to provide time for billings. Such time to be defined as the performance period.



REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

The WVDEP/AML will be responsible for obtaining any necessary Rights of Entry for purposes for performing field surveys to provide ground control for topographic mapping from aerial photography. The majority of this work should be done in public access areas such as highway right of way, etc. Additionally, any ground surveys will require the Mapping Consultant to identify to the WVDEP/AML any areas requiring access so that the WVDEP/AML may obtain Right of Entry for those areas.

The work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspector will ensure compliance. Final Inspection and acceptance will be made by the WVDEP/AML Project Manager or authorized representatives.

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

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

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

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

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

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

**8. MISCELLANEOUS:**

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

REQUEST FOR QUOTATION  
Mapping Services in Northern WV

---

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

**Contract Manager:** George D. Six, P.S.  
**Telephone Number:** 304.662.6486  
**Fax Number:** 304.662.6501  
**Email Address:** bmi@bluemtninc.com

APPENDIX – I  
OPEN RATINGS SURVEY

# Open Ratings

## Past Performance Evaluation

1. COMPANY OVERVIEW		Past Performance Evaluation	
<b>Primary Name :</b>	Blue Mountain, Inc.	<b>Report Date :</b>	04-21-2016
<b>Alternate Name :</b>	BLUE MOUNTAIN AERIAL MAPPING	<b>Order Number</b>	2866318
<b>D-U-N-S® :</b>	80-597-9713		
<b>Address :</b>	11023 Mason Dixon Hwy Burton, WV 26562		
<b>Telephone Number :</b>	+1 (304) 662-6486		
		<b>Company Information</b>	
		<b>Year Started:</b>	1991
		<b>Year of Current Control:</b>	2012
		<b>Annual Sales:</b>	
		<b>Total Employees:</b>	54
		<b>SIC/Line of Business:</b>	8713/Surveying services

2. SUPPLIER PERFORMANCE RATINGS			
<p>The supplier's overall performance rating is an assessment of predicted performance. Ratings are on a scale from 0 to 100, where 100 represents the highest level of customer satisfaction. The SIC-level benchmark indicates how the supplier's overall performance rating ranks in comparison against peers.</p>			
<b>Overall Performance Rating</b>	92	○○○○○	Bottom
Overall, how satisfied do you feel about the performance of this company during this transaction?			SIC: 8713/Surveying services
			Top

Detailed Performance Ratings		0	25	50	75	100
<b>RELIABILITY:</b>						
How reliably do you think this company follows through on its commitments?	95					
<b>COST:</b>						
How closely did your final total costs correspond to your expectations at the beginning of the transaction?	93					
<b>ORDER ACCURACY:</b>						
How well do you think the product/service delivered matched your order specifications and quantity?	92					
<b>DELIVERY/TIMELINESS:</b>						
How satisfied do you feel about the timeliness of the product/service delivery?	94					
<b>QUALITY:</b>						
How satisfied do you feel about the quality of the product/service provided by this company?	93					
<b>BUSINESS RELATIONS:</b>						
How easy do you think this company is to do business with?	96					
<b>PERSONNEL:</b>						
How satisfied do you feel about the attitude, courtesy, and professionalism of this company's staff?	94					
<b>CUSTOMER SUPPORT:</b>						
How satisfied do you feel about the customer support you received from this company?	95					
<b>RESPONSIVENESS:</b>						
How responsive do you think this company was to information requests, issues, or problems that arose in the course of the transaction?	94					

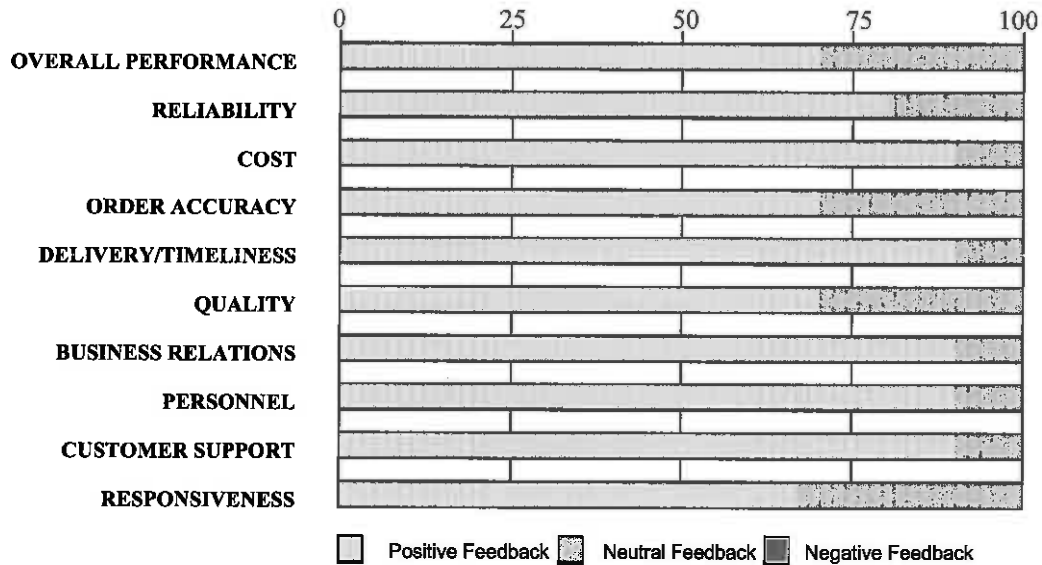
# Open Ratings

## Past Performance Evaluation

**Business Name** : Blue Mountain, Inc.  
**D-U-N-S®** : 80-597-9713  
**Report Date** : 04-21-2016

### 2. DISTRIBUTION OF FEEDBACK

This supplier's ratings were based in part on survey feedback from past customers. This chart provides a breakdown of the survey responses received from customers in the last 12 months. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4). All Customer feedback is provided confidentially; individual reference responses are not disclosed. The percentages of responses falling into each category are shown below.



### 4. CUSTOMER REFERENCES SURVEYED

The most recent feedback obtained on this supplier came from companies in the following industries.

**SIC/Line of Business:**

Total number of surveys completed : 10.

**Note:** The supplier ratings set forth above incorporate the responses and performance opinions of the surveyed customer references and not those of Dun & Bradstreet. Some references may not have provided ratings for all performance aspects.

The report may not be reproduced in whole or part in any manner whatsoever.

**APPENDIX – II**  
**CERTIFICATE OF LIABILITY INSURANCE**





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: [X] 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: [X] 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: [X] 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, Incorporated

Signed: [Signature]

Date: 6/20/14

Title: VP-BD

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, Incorporated

Authorized Signature: [Signature] Date: 6/20/16

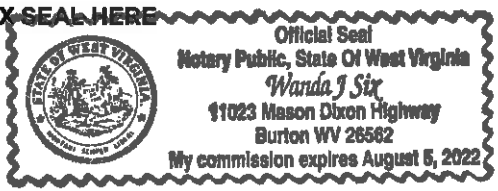
State of West Virginia

County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of June, 2016

My Commission expires Aug 5, 2022, 2022

**AFFIX SEAL HERE**



NOTARY PUBLIC [Signature]