



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

# Request for Quotation

RFQ NUMBER
DEP13918

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 304-558-2157

**VENDOR**

\*510160447      304-765-5317  
BREAK AWAY INC  
1075 OLD TURNPIKE ROAD  
SUTTON WV 26601

**SHIP TO**

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
OFFICE OF AML&R  
601 57TH STREET SE  
CHARLESTON, WV  
25304      304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2007				

BID OPENING DATE: 08/14/2007      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 377,250.00
NORTHERN RECLAMATION MAINTENANCE SERVICE						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS & RECLAMATION, IS SOLICITING BIDS TO AWARD AN OPEN-END MAINTENANCE SERVICES CONTRACT FOR ABANDONED MINE LAND SITES IN THE NORTHERN COUNTIES OF WEST VIRGINIA WHERE CERTAIN MAINTENANCE REQUIREMENTS HAVE OCCURED UPON THE COMPLETION OF AN ABANDONED MINE LAND RECLAMATION PROJECT. THESE SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE PROJECT SITE, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, SCOPE OF WORK, AND TERMS & CONDITIONS. MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$50,000.00 PER PROJECT.						
EXHIBIT 1						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donna Vincent</i>	TELEPHONE 304-765-5317	DATE 8/14/07
TITLE President	FEIN 13-4279911	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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BREAK AWAY INC  
1075 OLD TURNPIKE ROAD

SUTTON WV 26601

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
OFFICE OF AML&R  
601 57TH STREET SE  
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PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).						
INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.						
BID BOND: A BID BOND IN THE AMOUNT OF \$5,000.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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PAYABLE TO THE STATE OF WEST VIRGINIA SHALL BE SUBMITTED WITH EACH BID.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 9/98						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR COUNTIES NOTED HEREIN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
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).						
A. APPLICATION IS MADE FOR 2.5% 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 HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHI						

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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 CORPORATION 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.						
B. APPLICATION IS MADE FOR 2.5% 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						
( ) 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 BIDDERS' 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.						

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	SUTTON WV 26601	

S H I P T O	ENVIRONMENTAL PROTECTION	
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<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: Breakaway, Inc.</p> <p>DATE: 8/14/07</p>						

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S H I P T O	ENVIRONMENTAL PROTECTION	
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<p>SIGNED: <i>Sonya Vincent</i></p> <p>TITLE: <i>President</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13918</p>						

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V E N D O R	*510160447      304-765-5317
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	SUTTON WV 26601

S H I P T O	ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304      304-926-0499
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 08/14/2007						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-765-5389 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Doug Vincent -----						
***** THIS IS THE END OF RFQ DEP13918 ***** TOTAL:						
						<u>\$377,250.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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**CONTRACT**  
**FOR**  
**ABANDONED MINE LAND SITES**  
**MAINTENANCE SERVICES**  
**NORTHERN COUNTIES**

**ISSUING OFFICE**  
**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**DIVISION OF LAND RESTORATION**  
**ABANDONED MINE LANDS & RECLAMATION**  
**601 57<sup>TH</sup> ST., SE**  
**CHARLESTON, WEST VIRGINIA 25304-2345**  
**TELEPHONE 304-926-0485**

**Maximum Project Expenditures**  
**Shall not exceed \$50,000 per project**

## CONTRACTURAL INFORMATION & REQUIREMENTS

### Article 1 – Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

### Article 2 – Location of Work – North

The area of work shall include the Northern Counties of West Virginia. The counties listed below are the coal producing counties and those in parenthesis represent where most of the work required in this contract is located.

- |                 |                |
|-----------------|----------------|
| 1. (Hancock)    | 14. (Grant)    |
| 2. (Brooke)     | 15. (Tucker)   |
| 3. (Ohio)       | 16. (Barbour)  |
| 4. Marshall     | 17. (Lewis)    |
| 5. Wetzel       | 18. (Braxton)  |
| 6. Tyler        | 19. (Upshur)   |
| 7. (Monongalia) | 20. Pocahontas |
| 8. (Preston)    | 21. (Randolph) |
| 9. (Marion)     | 22. Pendleton  |
| 10. Doddridge   | 23. (Gilmer)   |
| 11. (Harrison)  | 24. Calhoun    |
| 12. (Taylor)    | 25. Jackson    |
| 13. Mineral     |                |

### Article 3 – Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Abandoned Mine Lands & Reclamation (AML&R)" are used herein to refer to the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands & Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement or purchase order.
- D. The word "Contractor" refers to the person or company contracting with the State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, Division of Land Restoration, Department of Environmental Protection and shall be considered to be the State's authorized representative.

#### Article 4 – Ordering Procedures

- A. This is an open-end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract. Work shall be commenced within seven (7) days of issuance of the notice to proceed.
- B. Work will be ordered by the Assistant Director or his representative, for the Office of Abandoned Mine Lands & Reclamation, Division of Land Restoration, Department of Environmental Protection by issuance of a notice to proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate. No work shall be performed until a notice to proceed has been issued by the State.

#### Article 5 – Delivery

- A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.
- B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.
- C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

#### Article 6 – General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither contractor nor his subcontractor 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 regulations pertinent to the work.

#### Article 7 – Costs and Payments

- A. Payment to the contract will be made on the following basis:

- 1. Unit Pricing

Item – As directed by the State in specific notice to proceed.

Quantity – As agreed to prior to issuing a Notice to Proceed.  
The quantity of hours shall be the actual hours the equipment is operated on the project.

Unit Price - As provided by the Offeror in the proposal.

- B. The contractor shall invoice the division after completion of work specified in the notice to proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show the quantities and unit prices approved in the cost estimate for the notice to proceed. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate.

#### Article 8 – Changes in the Contract

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly documented (itemized)
- 2) By unit prices (negotiated)

BREAKAWAY, INC.  
1075 Old Turnpike Road  
Sutton, WV 26601  
Voice 304-765-5317

RFQ# DEP13918  
Northern Maintenance  
Bid Sheet  
3/22/2007

012

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**	5.00	2,500.00
2	100	hour	D-3 Caterpillar Dozer or equal	75.00	7,500.00
3	100	hour	D-6 Caterpillar Dozer or equal	125.00	12,500.00
4	100	hour	John Deere 510 Backhoe/Loader or equal	75.00	7,500.00
5	100	hour	215 Caterpillar Excavator/Backhoe or equal	150.00	15,000.00
6	20	hour	Cat 303 mini excavator or equal	75.00	1,500.00
7	20	hour	Skid Steerer (Bobcat) or equal	75.00	1,500.00
8	70	hour	Tandem Dump Truck (10 cy capacity)*1	100.00	7,000.00
9	20	hour	Single Axel Dump (10 ton capacity)	75.00	1,500.00
10	50	hour	Sewer Cleaning Truck*2	200.00	10,000.00
11	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)	200.00	14,000.00
12	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (Substitute 15 lbs. Crown Vetch in steep or slide prone areas)	500.00	10,000.00
13	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merlon Bluegrass - .20 lb. Annual Rye*(use annual rye only in mixtures seeded after August 1 and before May 15).	0.05	250.00
14	100	ton	Agriculture Lime	500.00	50,000.00
15	20	ton	Fertilizer 10-20-10	100.00	2,000.00
16	20	ton	Straw Mulch***	200.00	4,000.00
17	500	linear feet	Straw Bales	5.00	2,500.00
18	10	ton	Wood Cellulose Fiber Mulch	100.00	1,000.00
19	200	ton	Limestone Sand***1	50.00	10,000.00
20	200	ton	18" RipRap (Sandstone or Limestone)	25.00	5,000.00
21	200	ton	#57 River Gravel/Sandstone	30.00	6,000.00
22	200	ton	1-1/2" Crusher Run Stone	25.00	5,000.00
23	200	linear foot	8" ADS Pipe (Perforated or Solid)	14.00	2,800.00
24	200	linear foot	8" SDR 35 PVC Pipe	12.00	2,400.00
25	100	linear foot	12" SDR 35 PVC Pipe	15.00	1,500.00
26	100	linear foot	15" SDR 35 PVC Pipe	18.00	1,800.00
27	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal	54.00	27,000.00
28	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal	72.00	36,000.00
29	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal	108.00	54,000.00
30	200	square yard	Filter Fabric - Dupont Tytar 3401 or equal	5.00	1,000.00
31	100	linear foot	Permanent Fencing	10.00	1,000.00
32	3	each	Access Gate - 16 foot heavy gauge round tubular farm gate	2,000.00	6,000.00
33	6	linear height	Type "A" Manhole - As per DOH Standard Detail Ref Sheet DR7-A.	250.00	1,500.00
34	3	each	Type "G" Drop Inlet with grate - As per DOH Standard Detail Ref Sheet DR6-G.	2,000.00	6,000.00
35	5	each	8" SDR 35 PVC Pipe Clean-out	100.00	500.00
36	5	each	12" SDR 35 PVC Pipe Clean-out	150.00	750.00
37	50	hour	Vacuum Truck	500.00	25,000.00

BREAKAWAY, INC.  
1075 Old Turnpike Road  
Sutton, WV 26601  
Voice, 304-765-5317

**RFQ# DEP13918**  
**Northern Maintenance**  
**Bid Sheet Continuation**

38	10	each	Gabions (3'x3'x6' zinc-coated basket)	500.00	5,000.00
39	1	each	Concrete Mine Seal Box	500.00	500.00
40	10	cubic yard	3000 psi Structural Concrete	250.00	2,500.00
41	10	bag	Soda Ash Briquette 50# bags	20.00	200.00
42	20	hour	2" Water Pump	20.00	400.00
43	20	hour	Chain Saw (20" bar)	20.00	400.00
44	20	hour	Weed Eater with Brush Blade	20.00	400.00
45	5	gallon	Roundup Vegetation Killer	50.00	250.00
46	50	square yard	Asphalt Wearing Course Material	250.00	12,500.00
47	20	hour	Hydraulic Excavator Hammer (4000#)	200.00	4,000.00
48	20	hour	Laborer I****	70.00	1,400.00
49	20	hour	Laborer II*****	60.00	1,200.00
50	20	hour	Laborer III*****	50.00	1,000.00
51			SOIL ANALYSIS TESTING****		
51A	5	each	Acid Base Count	200.00	1,000.00
51B	10	each	Nutrients	100.00	1,000.00
51C	10	each	pH (field)	100.00	1,000.00
51D	10	each	pH (lab)	100.00	1,000.00
			TOTAL		377,250.00

OMB #1029-0119  
Expiration Date: 01/31/2010

### AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

#### Part A: General Information

Contractor Name: Breakaway, Inc. Tax Payer ID No.: 13-4279911  
Address: 1075 Old Turnpike Road  
City: Sutton State: WV Zip Code: 260601 Phone: 304-765-5317  
Fax No.: 304-765-5389 E-mail address: tonyavincen@verizon.net

#### Part B: Legal Structure

( ☒ ) Corporation ( ) Sole Proprietorship ( ) Partnership ( ) LLC  
( ) Other (please specify) \_\_\_\_\_

#### Part C: Certifying and updating information in the Applicant/Violator System (AVS).

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

I, Tonya Vincent, have the express authority to certify that:  
(print name)

☒ Information on the **attached** Entity OFT from AVS is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.

\_\_\_\_\_ Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.

\_\_\_\_\_ Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

8/14/07  
Date

Tonya Vincent  
Signature

President  
Title

#### IMPORTANT!

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from [www.avs.osmre.gov](http://www.avs.osmre.gov) on the Internet.

Entity OFF

Applicant Violator System

22-Jul-2005 13:51:18

Entity ID / Name : 155055 (BREAKAWAY INC )

Related ID / Name :

Locked :

Records retrieved : 7

Rel Ent	Name	Desc	Begin date	End date	Source	Hold
155056	VINCENT, TONYA	SH	05/10/2004		avsky036	
155056	VINCENT, TONYA	PRS	05/10/2004		avsky036	
155057	VINCENT, DOUGLAS	SH	05/10/2004		avsky036	
155057	VINCENT, DOUGLAS	VP	05/10/2004		avsky036	
155057	VINCENT, DOUGLAS	SEC	02/08/2005		avsky019	
155058	VINCENT, DEREK	TRS	02/08/2005		avsky019	
155058	VINCENT, DEREK	SEC	05/10/2004	02/08/2005	avsky019	

ADD(F5) LOCK/UNLOCK(F7) REPORTS(F11)

SEARCH(F2) PRV\_SCR(F3) QUIT(F4) ENTITY(F6) CHOICES(F10)

  
8/14/07

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Breakaway, Inc.  
of Sutton, WV, as Principal, and Ohio Farmers Insurance  
Compan of Westfield Center, OH, a corporation organized and existing under the laws of the State of OH  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Thousand Dollars and 00/100 (\$ \$5,000) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Northern Reclamation Maintenance Service

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
14th day of August, 2007.

Principal Corporate Seal

Breakaway, Inc.

(Name of Principal)

By Sonya Vincent

(Must be President or  
Vice President)

President

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

By Pamela V. Lanham

Pamela V. Lanham Attorney-in-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and a power of attorney must be attached.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/19/06, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

POWER NO. 4750172 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **JUNE** A.D., **2006**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

By:

Richard L. Kinnaird, Jr., Senior Executive

State of Ohio  
County of Medina ss.:

On this **19th** day of **JUNE** A.D., **2006**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*

William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **14th** day of **August** A.D., **2007**



*Frank A. Carrino*  
Frank A. Carrino, Secretary

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**LICENSING:** Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Breakaway, Inc.

Authorized Signature: [Signature] Date: 8/14/07