



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
DEP14600

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

K & N Contracting, Inc.  
 P. O. Box 607  
 Elkview, WV 25071

S U B M I T T E R

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 ENVIRONMENTAL REMEDIATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/18/2009				

BID OPENING DATE: 03/11/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		4,591,445.00
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AND ASSESSMENTS AT VARIOUS LOCATIONS IN WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS &amp; CONDITIONS, THE CERTIFIED PERSONNEL FORM, AND THE ATTACHED BID SCHEDULE.</p> <p>DUE TO THE EXPEDITIOUS MANNER IN WHICH THIS CONTRACT MUST BE EVALUATED, AWARDED, AND ADMINISTERED, THE AGENCY MUST REQUIRE THAT ALL SUBMISSIONS OF KEY PERSONNEL CERTIFICATION BE INCLUDED WITH THE BID SUBMISSION.</p> <p>FURTHERMORE; IT IS PREFERRED THAT ALL CERTIFICATES OF INSURANCE, LICENSES, AND BONDING REQUIRED PRIOR TO THE ISSUANCE OF THE PURCHASE ORDER/CONTRACT BE SUBMITTED BY THE SUCCESSFUL VENDOR(S) WITHIN 48 HOURS OF THE INITIAL REQUEST.</p> <p>VENDORS ARE ENCOURAGED TO THOROUGHLY REVIEW THE FOLLOW-SPECIFICATIONS AND BID REQUIREMENTS OF THE STATE OF WEST VIRGINIA AS WELL AS THE INFORMATION FOR BIDDERS AS SUPPLIED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ATTACHED HERETO.</p> <p>EXHIBIT 3:</p>						

RECEIVED  
 2009 MAR 11 PM 12:25  
 WV PURCHASING  
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Keneth W. ...</i>	TELEPHONE (304) 965-9088	DATE 3/7/09	
TITLE President	FEIN 13-4238473	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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02/18/2009				

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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON APPROVAL 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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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) ONE (1) YEAR PERIODS.</p> <p>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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kenneth McNamee</i>	TELEPHONE (304) 965-9088	DATE 3/7/09
TITLE President	FEIN 13-4238473	ADDRESS CHANGES TO BE NOTED ABOVE

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 DEPL4600

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 3

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/18/2009				

BID OPENING DATE: 03/11/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QNT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR SITE SPECIFIC COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p>						

SIGNATURE <i>Howard W. Lawrence</i>		TELEPHONE (304) 965-9088	DATE 3/7/09
TITLE President	FEIN 13-4238473	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS NO LESS THAN \$1,000,000.00, FOR BODILY INJURY AND PROPERTY DAMAGE FOR EACH OCCURRENCE AND NOT LESS THAN \$1,000,000.00 AGGREGATE. THE STATE OF WEST VIRGINIA MUST BE NAMED AS THE CERTIFICATE HOLDER.</p> <p>(XX) BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 AND PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND IN THE AMOUNT OF \$25,000.00, PRIOR TO CONTRACT ISSUANCE. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE \$5,000.00 BID BOND OR THE \$25,000.00 PERFORMANCE BOND.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS</p>						

SIGNATURE <i>Charles Bowman</i>				TELEPHONE (304) 965-9088		DATE 3/7/09	
TITLE President		FEIN 13-4238473		ADDRESS CHANGES TO BE NOTED ABOVE			

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<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... K &amp; N Contracting, Inc. ....</p> <p>CONTRACTORS LICENSE NO.: ... WV035080 .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Harold A. Nelson</i>	TELEPHONE (304) 965-9088	DATE 3/7/09
TITLE President	FEIN 13-4238473	ADDRESS CHANGES TO BE NOTED ABOVE

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<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.: DEP14600</p> <p>BID OPENING DATE: 03/11/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            (304) 965-9089</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Kenneth E. Newhouse</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kenneth E. Newhouse* TELEPHONE (304) 965-9088 DATE 3/7/09

TITLE President FEIN 13-4238473 ADDRESS CHANGES TO BE NOTED ABOVE

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

DEP14600  
CERTIFIED PERSONNEL

020

Vendor Name: K & N Construction

Contractor must submit at least one Class B WVDEP certified UST remover's name, certification number and expiration date:

Certified Class B person(s):		
Name: <u>George Wilkinson</u>	Certification Number: <u>B626</u>	Exp. Date: <u>12/31/09</u>
Name: _____	Certification Number: _____	Exp. Date: _____
Name: _____	Certification Number: _____	Exp. Date: _____

Contractor must submit at least one Certified Monitoring Well Driller's name, certification number and expiration date:

Certified Monitoring Well Driller:		
Name: <u>George Wilkinson</u>	Certification Number: <u>WV00200</u>	Exp. Date: <u>10/10/09</u>
Name: _____	Certification Number: _____	Exp. Date: _____
Name: _____	Certification Number: _____	Exp. Date: _____

Contractor must submit all critical certified personnel's full name and date of 8 hr. refresher course for 40-hour health and safety training course:

40 Hr. HAZWOPER and 8 hr. refresher date- Certified persons:		
Name: <u>George Wilkinson</u>	Certified Y/N <u>Y</u>	8 hr. Refresher Date: <u>4/2/08</u>
Name: _____	Certified Y/N _____	8 hr. Refresher Date: _____
Name: _____	Certified Y/N _____	8 hr. Refresher Date: _____
Name: _____	Certified Y/N _____	8 hr. Refresher Date: _____
Name: _____	Certified Y/N _____	8 hr. Refresher Date: _____
Name: _____	Certified Y/N _____	8 hr. Refresher Date: _____

**PURCHASING CONTINUATION SHEET**

Buyer: <b>021</b>	Req/PO
<b>Chuck Bowman</b>	DEP14600
Spending Unit:	
<b>WVDEP/DLR/OER</b>	

Removal of USTs and Assessments  
at  
Various Locations in West Virginia  
Description

Item No.	Quantity	Description	Unit Price	Amount
1	10,000	Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon)	\$.65	\$6,500.00
2	1,000	Transportation of petroleum contaminated water, rinsate and/or product to disposal facility (per mile)	\$1.50	\$1,500.00
3	100	Purge vapors from UST to <10% LEL. (per tank)	\$96.00	\$9,600.00
4	100	Excavate and extract UST / piping from the ground. (per 1,000 gallon tank volume)	\$1,400.00	\$140,000.00
5	100	Cut openings in UST and clean sludges from them. (per tank)	\$181.50	\$18,150.00
6	100	Dispose / scrap cleaned UST. (per tank)	\$130.00	\$13,000.00
7	50	Disposal of tank-cleaning sludges. (per drum)	\$90.00	\$4500.00
8	15,000	Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on-site on 6 mil black plastic and cover with 6 mil black plastic. (per ton)	\$103.50	\$1,552500.00
9	10,000	Disposal of petroleum-contaminated soil at a state approved landfill Unit price includes landfill tipping fees and etc. (per ton)	\$90.00	\$900,000.00
10	5,000	Petroleum Contaminated Soil Treatment at an Incineration or Bioremediation Facility. Unit price includes tipping fees and etc. (per ton)	\$90.00	\$450,000.00
11	1,000	Proper disposal of nonhazardous materials such as broken concrete slabs, piping & etc. (per ton)	\$90.00	\$90,000.00
12	3,000	Backfill excavations with crusher run. (per ton)	\$96.75	\$290,250.00
13	500	Mobilization and demobilization. (lump sum)	\$1,000.00	\$500,000.00
14	3,500	Cutting and removal of asphalt or concrete (per sq. ft)	\$76.75.00	\$268,625.00
15	2,500	Asphalt disturbed excavation area (per sq. ft.)	\$10.20	\$25,500.00
16	1,000	Concrete disturbed excavation area (per cu. yd.)	\$130.00	\$130,000.00
17	10	Fill UST with concrete slurry (per 1,000 gallon tank volume)	\$1300.00	\$13,000.00



18	5	Fill UST with inert foam material (per 1,000 gallons tank volume)	\$1,300.00	\$6,500.00
19	30	Direct Push Equipment (per day)	\$1,000	\$30,000.00
20	500	Direct Push Temporary Groundwater Sampler (per linear foot)	\$2.50	\$1,250.00
21	500	Direct Push Prepack well screen 1.4 inches OD (per linear foot)	\$19.60	\$9,800.00
22	500	Direct Push Prepack well screen 2.5 inches OD (per linear foot)	\$26.20	\$13,100.00
23	30	Low Flow Sampling Equipment (per day)	\$800.00	\$24,000.00
24	500	Well Abandonment-2 inch wells (per linear foot)	\$10.00	\$5,000.00
25	500	Well Abandonment-4 inch wells (per linear foot)	\$20.00	\$10,000.00
26	500	Borehole (and Corehole) abandonment (per linear foot)	\$10.00	\$5,000.00
27	10	IDW Disposal (per drum)	\$90.00	\$900.00
28	25	Dot 17-C Drums (each)	\$78.00	\$1,950.00
29	200	Laborer (per hour)	\$82.00	\$16,400.00
30	20	Enhanced Fluid Recovery (EFR) (per day)	\$1,600.00	\$32,000.00
31	35	Progress and Tracking Report (each)	\$40.00	\$ 1,400.00
32	35	Complete Reports and Submittal (each)	\$40.00	\$1,400.00
33	10	Backhoe Loader Cat 416 type or equivalent (per day)	\$1,270.00	\$12,700.00
34	2,000	Reclaim disturbed areas (per sq ft.)	\$.06	\$120.00
35	100	Oxygen Releasing Compound Advanced Powder or equivalent (per lb.)	\$18.00	\$1,800.00
36	20	Combustible Gas/Oxygen Meter (per day)	\$125.00	\$2,500.00
37	20	Organic Vapor Analyzer (PID) (per day)	\$125.00	\$2,500.00

TOTAL =

\$4,591,445.00

STATE OF WEST VIRGINIA  
Purchasing Division025**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.


**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: K & N Contracting, Inc.Authorized Signature:  Date: 3/7/09

**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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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

023

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, K & N Contracting, Inc.  
of Elkview, WV as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Thousand (\$ 5,000.00 ) 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  
Labor and Materials for the Removal of Underground Storage Tanks (UST)  
and Assessments at Various Locations in West Virginia per Specifications

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  
11th day of March, 2009.

Principal Corporate Seal

K & N Contracting, Inc.  
(Name of Principal)

By [Signature]  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

026

AGENCY (A)  
RFQ/RFP# (B)

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper  
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
bond is 5% of total bid. You may state  
"5% of bid" or a specific amount on  
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the  
Surety

NOTE: Dated, Power of Attorney with Raised  
Surety Seal must accompany this bid  
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
\_\_\_\_\_(C)\_\_\_\_\_ of \_\_\_\_\_(D)\_\_\_\_\_, \_\_\_\_\_(E)\_\_\_\_\_  
as Principal, and \_\_\_\_\_(F)\_\_\_\_\_ of \_\_\_\_\_(G)\_\_\_\_\_,  
\_\_\_\_\_(H)\_\_\_\_\_, a corporation organized and existing under the laws  
of the State of \_\_\_\_\_(I)\_\_\_\_\_ with its principal office in the City of  
\_\_\_\_\_(J)\_\_\_\_\_, as Surety, are held and firmly bound unto The State  
of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_(K)\_\_\_\_\_  
(\$ \_\_\_\_\_(L)\_\_\_\_\_) 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 \_\_\_\_\_(M)\_\_\_\_\_  
\_\_\_\_\_

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 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 time within which the Oblige 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 hereto and these presents to be signed by their proper officers,  
this \_\_\_\_\_(N)\_\_\_\_\_ day of \_\_\_\_\_(O)\_\_\_\_\_, 20 \_\_\_\_\_(P)\_\_\_\_\_.

Principal Corporate Seal \_\_\_\_\_(Q)\_\_\_\_\_  
(Name of Principal)  
(R) By \_\_\_\_\_(S)\_\_\_\_\_  
(Must be President or  
Vice President)  
\_\_\_\_\_(T)\_\_\_\_\_  
Title  
(U) Surety Corporate Seal \_\_\_\_\_(V)\_\_\_\_\_  
(Name of Surety)  
\_\_\_\_\_(W)\_\_\_\_\_  
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to  
transact surety insurance. Raised Corporate Seals must be affixed and a Power of  
Attorney must be attached.

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DATE 03/11/09

REMITTER  
K & N CONTRACTING

PAY TO THE ORDER OF STATE OF WY DEPT OF ADMIN PURCHASING DIVISION \$ 5,000.00



DOLLARS

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

**CASHIER'S CHECK**

*Mattew Charles*

Bid RFQ # DEPL4600

