

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

Request for Quotation

DEP14683

PAGE ...

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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E TO ATTEN	TION OF:	10.00	

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ENVIRONMENTAL PROTECTION

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

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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, the State may deem this contract null and void, and terminate such contract 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."

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



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TYPE NAME/ADDRESS HERE

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

RFQ NUMBER DEP14683

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: ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN

304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF

OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

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CHUCK BOWMAN -<u> 304-558-2157</u>

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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

RFQ NUMBER DEP14683 4

CHUCK BOWMAN 304-558-21<u>57</u>

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CHARLESTON, WV 25304

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Request for

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CHUCK BOWMAN

304-5<u>58-2157</u>

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

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Purchasing Division
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Charlester WY 05005 Charleston, WV 25305-0130

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CHUCK BOWMAN \$04-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304

304-926-0499

DATE PRANTED GO / 04/2009 BID OPENING TIME 0:3DPM OB / 05/2009 BID OPENING TIME 0:3DPM DATE OB / 05/2009 BID OPENING TIME 0:3DPM INTERIOR OB / 05/2009 SITE CHAIL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "WIDFORK (BAISDEN) PORTALS" PROJECT. PLANS & SPECS ARE INCORPORATED HERE IN BY REFRENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE AND ALL PROVISIONS, CLAUSES AND CONTRACT, AND CONSISTS OF BARRINGT IN THE CONTRACTOR HALL PROVISIONS THE PARKED TO THE ADDRESS OF THE BASED UPON UNIT MEASURE OF THE ADDRESS OR THE BASED UPON UNIT MEASURES OR THE BASED UPON				www.	304 J2D-	U499
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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

DEP14683

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CHUCK BOWMAN

804-558-2157

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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

Request for REQNUMBER Quotation DEP14683

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

ADDRESS CHANGES TO BE NOTED ABOVE

CHUCK BOWMAN

304-558-2157

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

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Department of Administration
Purchasing Division
2019 Washington Street East
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Request for Quotation

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

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

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN

<u>304-558-2157</u>

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

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

Request for Quotation

DEP14683

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ADDRES	S CORRESPON	DENCE TO ATTEN	TION OF:

CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304

304-926-0499

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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 DEP14683

14

ADDRESS CORRESPONDENCE TO ATTENTION OF:::

CHUCK BOWMAN

<u> 304-558-2157</u>

RFQ COPY TYPE NAME/ADDRESS HERE >mzoor

ENVIRONMENTAL PROTECTION %H-₽ +0 DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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Mudfork (Baisden) Drainage DEP14683

Contractor's Bid Sheet

Vendor's Name: J. 4 L. Clearing, INC.

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appear to be unreasonable.

rem			UNIT	AMOUNT
VO.	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1.0	LS	Mobilization, per lump sum		\$ 8000,00
1.0		(not to exceed 10% per each bid)		\$,
2.0	LS	Construction Layout, per lump sum		\$ 2175,00
2.0	<u> </u>	(not to exceed 5% per each bid)		\$
3.0	LS	Quality Control, per lump sum		\$ 3,3,45,00
3.0		(not to exceed 3% per each bid)		\$
4.0	LS	Site Preparation, per lump sum		\$ 12,000.0
4.0	1	(not to exceed 10% per each bid)		\$
5.0	1170.0 L.F.	Sediment Control Barrier, per lineal foot		\$ 5850,00
6.0	1.5 AC.	Revegetation, per plan acre	12000.	\$ 18,000.00
7.0	360.0 L.F.	Vee Ditch, Grouted Rock Riprap Lined, per lineal foot	1'00.00	\$ 36,000.00
7.1	40.0 L.F.	5' Flat Bottom Mine Outlet Ditch, Grouted Rock Riprap Lined,	170.00	\$ 6800.00
/.1	40.0 E.T.	per lineal foot	<u> </u>	<u> </u>
	590.0 L.F.	2' x 4' Underdrain, per lineal foot	42.38	\$ 25,004,2
7.2	2.0 L.S. / EA.	Wet Mine Seal, per lump sum, per each	6500.00	13000.00
9.0 9.1	1.0 L.S. / EA.	Mine Water Outlet Drain, per lump sum, per each	15000.00	\$ 15,000.00
12.0	1.0 AC.	Soil Cover, per plan acre	7500,00	\$ 7500,00
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OMB #1029-0119 Expiration Date: Ol/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 Info	rmation		01907
Contractor Name:	Tak Clarkings M. dway Rd State: wv Zip Say-2634 E-mail address:	INC Tax Payer ID N Code: <u>35523</u> Ph JLC 14.4RiN	none: 304-524-7658 ginc@Cebridge. Ne
Part B: Legal Struct			
Corporation () Other (please spe	() Sole Proprietorship ecify)	() Partnership	()LLC
Part C: Certifying a one of the following	nd updating information in the goptions, follow the instruction	is for that option, and	Sign bolow.
I, Lond; S	K Just CE, have	the express authority	y to certify that:

Information on the attached Entity OFT from AVS is accurate, complete, and uptodate. 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.

Signature John Kust Title Prosident

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.~ov on the Internet.



AVS OFT Report - 8/3/2009 4:36:04 PIM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (156295) J & L Clearing Inc

Parent Entity	Description	Related Entity	% Ownershin	Begin Date	End Bash
(156295) J & L Clearing Inc	Director	(131844) Londis Justice		5/30/1995	
(156295) J & L Clearing Inc	President	(131844) Londis Justice		5/30/1995	
(156295) J & L Clearing Inc	Shareholder	(131844) Landis Justice	20%	5/30/1995	
(156295) J & L Clearing Inc	Secretary	(156471) Jana L Justice		5/30/1995	
(156295) J & L Clearing Inc	Shareholder	(156471) Jana L Justice	20%	5/30/1995	
(156295) J & L Clearing Inc	Vice President	(156471) Jana L. Justice		\$430/1995	

Part D.

Contractor Name:

J. + L. ClOARING, TNC.

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors:
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name Address	Position/Title Telephone #	
Ending Date:	% of Ownership Begin Date:	
Name Address	Position/Title Telephone # % of Ownership Begin Date:Ending Date:	
Name Address	Position/Title	
Address	Telephone # % of Ownership	
Begin Date:	Ending Date:	
Name	Position/Title	
Address	Telephone #	
,	% of OwnershipBegin Date:Ending Date:	

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20240.



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

Request for Guotation DEP14683

DEP14683

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF F OFFICE OF AMLER 601 57TH STREET SE CHARLESTON, WV

25304

304-926-0499

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MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14683 Project: Mudfark (Baisdew) Draina	Bid Date: 3/5/09 Pre-Bid Date: 7/7/09
Name: CAMERON Justice Company: CJJ Contracting Address: P.O. Box 37 CRum WV 25669	Name: Don PHILLIPS Company: ESMER + Associates, Inc. Address: P.O. Box 426 Boomer, WV 25901
Phone #: <u>(304) 393-4907</u> Fax # : <u>(304) 393-4908</u> Email :	Phone#: (304)779-213/ Fax #: (304)779-2859 Email: <u>d_phillips@esmerassociates.com</u>
Name: Loudis Tostic- Company: The Clearing Address: Ling miderry ad Youkey www. 25673	Name : <u>BLIAN BECNATORITZ</u> Company: <u>construe up inc</u> Address: <u>P.o. Box 203</u> SIMPSen, NU 26435
Phone #: Fax # : Email :	Phone# : <u>204-757-4587</u> Fax # : Email :
Name: Brad Wiseman Company: Wise MAN EXCAVATING Address: RTI BOX 190 Liberty 25124	Name: Asley Alking Company: Aspen Cocporation Address: 2400 Piter Drive Daniels WV 25832
Phone #: 304-586-3736 Fax # : 304-586-3736 Email :	Phone#: 304-769-4573 Fax #: 304-769-4591 Email: 101/1000000000000000000000000000000000
Name: Bob Carlobray Company: Bob B Transite Address: 316 New Rue Onec Bookly War 2576	Name: Randy Corpoter Company: Carpeter Reclaration Address: Po Bx 13015 SECSEMPTHE, WV 25310
Phone #: 304-678-9368 Fax #: 364-763-7557 Email: Bol Contentury & Completion	Phone#: 304-984-1115 Fax #: 984-2770 Email: RCo-pross 2901.com

PRINT LEGIBLY

Project: Mudfork (Baisden) Drainage Pre-Bid Date: 7/7/09
Name: DAUIDH. BOUMAN Name: Ken Brown Company: Gran Mouriain Company: Alex Energy Address: 511 50th STREET Address: 300 Morgan Massey Dr. Chas Wu 25364
Phone #: 304-925-0253 Phone#: 304 369-8615 Fax #: 304 925 9230 Fax #: 304-369-8566 Email: Jody Mayerol.com Email: ken.brown@masseycnergyco.com
Name: Mak Jones Name: Josh May: Scorpany: Beneart Const Company: Denis Contracting Factualing WC Address: PO box 10 Address: PO. Box 10 Procius WV.
Phone #: 304-548-2004 Phone#: Fax # : 304-548-2/33 Fax # : 285-2373 Email : Lauret Const Republic Com. Email :
Name: 304-325-6754 Company: Easter TRUK Address: Rt 195 Knt 12-2 Procedur wu 24701 Name: Dustin The Xton Company: The Xton Construction Cyline Address: POI Box 13779 Charleston, 420 25360
Phone #: Phone#:
Name: Robert Barres Name: Company: Barres EXC. Inc Company: Address: P.O. Box 13384 Address: Sissonville WV25360
Phone #: 304-984-1725



PAYTOTHE state of West Virginia

August 05, 2009

73-269/421

SEVEN THOUSAND SIX HUNDRED THIRTY THREE DOLLARS AND SEVENTY ONE CENTS

DOLLARS

CASHIER'S CHECK

REMITTER J & L Clearing Inc.

TWO SIGNATURES REQUIRED IF GREATER THAN \$5,000.00

	REQ.P.O#
•.	BID BOND
KNOW ALL MEN BY THESE PRESENTS, That w	ve, the undersigned,
af	as Principal, and
	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	(\$) for the payment of which,
well and truly to be made, we jointly and severally bind our	selves, 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, atta	ached hereto and made a part hereof, to enter into a contract in writing for
NOW THEREFORE,	· · · · · · · · · · · · · · · · · · ·
hereto and shall furnish any other bonds and insurance recarreement created by the acceptance of said bid, then this	If shall enter into a contract in accordance with the bid or proposal attached quired by the bid or proposal, and shall in all other respects perform the sobligation shall be null and void, otherwise this obligation shall remain in full at the liability of the Surety for any and all claims hereunder shall, in no event, d.
The Surety, for the value received, hereby stipula way impaired or affected by any extension of the time with waive notice of any such extension.	ites and agrees that the obligations of said Surety and its bond shall be in no in which the Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Surety ha	ave hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto a	and these presents to be signed by their proper officers, this
day of, 20	
Principal Corporate Seal	(Name of Principal)
	Ву
	(Must be President or Vice President)
	(Title)

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.

(Name of Surety)

Attorney-in-Fact

Surety Corporate Seal

AGENCY	(A)
RFO/R FP#	(R)

			E	sid Bond	
(A.)	WV State Agency	KNOW AL	L MEN BY TH	ESE PRÉSEN	TS, That we, the undersigned,
	(Stated on Page 1 "Spending Unit")	(C)	of	(D)	(E)
	Request for Quotation Number (upper	as Principal, and	(F)	of	(G) .
	right comer of page #1)		, a cordora	ation organize	d and existing under the laws
(C)	Your Company Name	of the State of	m ,	with its princip	pal office in the City of
(D)	City, Location of your Company			are beld and	firmly bound unto The State
(E)	State, Location of your Company	of West Virginia, 2s	Oblines in the r	, are now and	miniy bound unto The State
	Surety Corporate Name	(\$(L)	Conget, in the p	CHAISHILOI	
(F)	City, Location of Surety			aymen of wn	ch, well and truly to be made,
(G)		we jointly and severi	any dina durserv	es, our neirs, a	edministrators, executors,
(H)	State, Location of Surety	successors and assig			
(1)	State of Surety Incorporation	The Conditi	ion of the above	obligation is s	such that whereas the Principal
(J)	City of Surety Incorporation	has submitted to the	Purchasing Secti	ion of the Dep	artment of Administration
(K)	Minimum amount of acceptable bid	a certain bid or prop	osal, attached he	reto and made	a part hereof to enter into a
	bond is 5% of total bid. You may state	contract in writing fo	or		
	"5% of bid" or a specific amount on		(M)	
	this line in words.				
(L)	Amount of bond in figures				
(M)	Brief Description of scope of work	NOW THE	REFORE.		
(14)	Day of the month	(a) If said	bid shall be rejec	ted, or	
(O)	Month	(b) If said	bid shall be acce	pted and the P	rincipal shall enter into a
(P)	Year	contract in accordance	se with the bid or	r proposal atta	ched hereto and shall furnish
(Q)	Name of Corporation	any other bonds and	insurance requir	ed by the hid a	or proposal, and shall in all
(R)	Raised Corporate Seal of Principal	other respects perfor	m the agreement	created by the	acceptance of said bid then
(S)	Signature of President or Vice	this obligation shall h	he mill and void	otherwise this	s obligation shall remain in full
(3)	President	force and affect. It is	o expreecht tride.	retood and a	eed that the liability of the
(T-)	Title of person signing	Curati for any and al	i oloima basand	iswoo and agi	ced that the hability of the
(T)					event, exceed the penal
(U)	Raised Corporate Seal of Surety	amount of this obliga			_
(V)	Corporate Name of Surety	The Surery	for value receive	ed, hereby stip	rulates and agrees that the
(W)	Signature of Attorney in Fact of the	obligations of said S	urety and its bon	d shall be in n	o way impaired or affected by
	Surety	any extension of firm	within which the	ne Obligee ma	y accept such bid: and said
NOTE:	Dated, Power of Attorney with Raised	Surety does hereby v			
	Surety Seal must accompany this bid	IN WITNES	SS WHEREOF, I	Principal and :	Surety have hereunto set their
	bond.	hands and seals, and	such of them as	are corporatio	ns have caused their corporate
		seals to be affixed he	reto and these pr	resents to be si	gned by their proper officers.
	•	this(N) da	y of((<u>)</u> , 20	_(P) .
		Principal Corporate S	eal		(Q)
		• • •	•		(Name of Principal)
		(R)	,	Ву	(S)
	•	V. 7			(Must be President or
					Vice President)

		an.			Title
		(U)			ar.
		Surety Corporate Sea	Į.		(V)
					(Name of Surety)
					(W) Attorney-in-Fact
					/1UUHECY-HI-PACI

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.



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF West Virginia
COUNTY OF Lincoln, TO-WIT:
I, Lond'S K. Just'cl after being first duly sworn, depose and state as follows:
1. I am an employee of J. Y L, Clasking TNC, ; and, (Company Name)
2. I do hereby attest that J. V., Cloak: Ng Inc. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury. A. Cleating, Inc., (Company Name) By: Lons h Title: Pres, Lent Date: Aug, 4 Jong
Taken, subscribed and sworn to before me this 4+11 day of AUG. 2019 By Commiss Official States 4-10 day of AUG. 2013 By Commission Expires Feb. 5, 2013
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009

RFQ	No.	P2:	1

STATE OF WEST VIRGINIA Purchasing Division

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: _

Authorized Signature:

Purchasing Affidavit (Revised 01/01/09)

_ Date: AUA /