



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:
DNR210051

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE
**J&J Environmental LLC
 PO Box 683
 Keyser, WV
 James Hoffman**

RFQ COPY

**DIVISION OF NATURAL RESOURCES
 BLACKWATER FALLS STATE PARK
 ATTN: PARK SUPERINTENDENT
 DRAWER 490
 DAVIS, WV
 26260 259-5216**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/24/2009				

BID OPENING DATE: **10/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-95	\$21.750.00	\$21.750.00
<p>WASTEWATER TREATMENT PLANT OPERATIONS</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE WASTEWATER SERVICES TO BLACKWATER FALLS STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 10/07/09 AT 1:00 PM AT BLACK WATER FALLS STATE PARK HEADQUARTERS. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO</p>						

RECEIVED
 2009 OCT 19 A 10:02
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Hoffman</i>	TELEPHONE 304-813-0371	DATE 10-14-09
TITLE Owner	FAX 20-1364735	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 304-558-2316**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
**J&J Environmental LLC
 PO Box 683
 Keyser, WV
 James Hoffman**

SUPPLIER

**DIVISION OF NATURAL RESOURCES
 BLACKWATER FALLS STATE PARK
 ATTN: PARK SUPERINTENDENT
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 DAVIS, WV
 26260 259-5216**

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09/24/2009				

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<p>THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 10/09/09 AT 4:00 P ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Hoffman</i>	TELEPHONE 304-213-0371	DATE 10-14-09
TITLE <i>owner</i>	FEB 20-1364735	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

PURCHASER

RFQ COPY
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J&J Environmental LLC
PO Box 683
Keyser, WV
James Hoffman

SUPPLIER

DIVISION OF NATURAL RESOURCES
BLACKWATER FALLS STATE PARK
ATTN: PARK SUPERINTENDENT
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DAVIS, WV
26260 **259-5216**

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<p>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 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Hoffman</i>	TELEPHONE 304-8130871	DATE 10-14-09
TITLE OWNER	FEM 20-1364735	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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>REV. 05/26/2009</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: 44</p> <p>RFQ. NO.: DNR210051</p> <p>BID OPENING DATE: 10/22/09</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James Hoffman* TELEPHONE: 304-813-8711 DATE: 10-14-09

TITLE: OWNER FEIN: 20-1364735 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 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

DNR210051
Blackwater Falls State Park
Wastewater Treatment Plant Operations
Open End Contract

Services shall consist of the following:

Operation, repair & maintenance, monitoring, and sampling of four (4) sewage-treatment plants located throughout the park (including the following areas: cabin area, new cabin area, lodge area, campground area/nature center), lift stations, manholes, chlorine contact units, U/V units, lodge grease trap, flow meters and effluent outlets.

A mandatory pre-bid will be held onsite on **10/07/09, at 1:00 PM.**

Contractor to conduct operations and maintenance visits in accordance with all operational standards and guidelines mandated by the West Virginia Division of Environmental Protection.

Contractor to collect and submit, for analysis, all wastewater samples as required by the various governmental regulatory agencies and submit DMR's to the WVDEP as required by the NPDES Permit for the treatment systems, with the sampling to be paid for by Blackwater Falls State Park. Cost of re-sampling due to delays, or improper sampling, will be the responsibility of the contractor.

Contractor must be available at all times to meet with regulatory agencies' personnel and/or inspectors.

Contractor must maintain all required files, records and permits in accordance with all applicable regulations. Copies of all transactions and reporting data, including maintenance logs, will be provided to the park superintendent's office at a minimum of once per month, by no later than the 10th day of the following month.

Contractor will perform all general maintenance and repairs on all treatment plants, lift stations (including electric pumps and motors), manholes, chlorine contact chambers, collection lines, effluent outlets, flow meters, and all other associated equipment. General and preventive maintenance repair failure that causes major repairs will be the responsibility of the contractor to repair. General maintenance and repairs are those items which do not exceed \$2,500.00 per repair per plant, lift stations (including electric pumps and motors), manholes, chlorine contact chambers, U/V disinfection units, lodge grease trap, collection lines, polishing ponds, flow meters, and all other associated equipment. Contractor must submit copies of all repair invoices by no later than the 10th day of the following month. Major repairs are defined as those repairs that exceed \$2,500.00 in cost.

Contractor will directly assist park staff on major repairs to the entire collection system.

DNR210051
Blackwater Falls State Park
Wastewater Treatment Plant Operations
Open End Contract

Contractor is responsible for the cost of sludge pumping from wastewater plants, sufficient to maintain plants in proper working condition or at the direction of the park superintendent. All records of sludge pumping and removal shall be maintained by the Contractor and copies of such activity shall be turned into the park superintendent on a monthly basis, by no later than the 10th day of the following month. Contractors hauling and removing sludge shall have proper permits in accordance with all regulations regarding the transport and disposal of sludge wastes. Minimum sludge pumping shall be no less than 25,000 gallons per year with an emphasis on solids removal. Sludge removal in excess of the stipulated 25,000 gallons per year, must be approved by Blackwater Falls State Park prior to removal.

The Contractor will be required to respond twenty four (24) hours a day and seven (7) days a week. Phone number for emergency response time is (304) 213-0371 or (304) 790-5687

Emergency response time must be no more than three (3) hours from the time of call.

Contractor will be responsible for purchase of chemicals and necessary treatment and maintenance items for full and complete operation of all listed facilities.

Life of Contract: This contract becomes effective at 12:00 AM on _____, 2009 and will extend for a period of one year until 11:59 PM on _____, 2010.

Renewal: This contract may be renewed upon the mutual agreement, in writing, of the spending unit and Contractor, submitted to the Director of Purchasing within thirty (30) days of 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.

Interested vendors may review the NPDES permit at the Blackwater Falls State Park office, M-F 8AM to 4 PM. *Sampling must be done with the approved vendor and must be submitted by the dates required by the permit.*

Permit, DMRs and all documentation may be reviewed at park office Monday – Friday, excluding Holidays, 8AM-4PM. Copies are available at \$1.00 a page.

Contractor must submit current applicable state certifications for the qualified operation of the described facilities.

Contractor must provide current certificate of liability insurance and must, prior to the award of contract, list the West Virginia Division of Natural Resources, Blackwater Falls State Park as an *additional insured* and as the *certificate holder* of a general liability insurance policy with a minimum coverage of one million (1,000,000,000) dollars per occurrence.

DNR210051
Blackwater Falls State Park
Wastewater Treatment Plant Operations
Open End Contract

Contractor must be a registered vendor with the State of West Virginia.

Prevailing wage rates apply for Tucker County, West Virginia.

AWARD PROCEDURE:

The award of this contract will be based on adherence to specifications and ability to deliver the scope of work. The lowest overall bid will be determined by calculating the base bid plus or minus the unit prices bid for each additional item based on the following hypothetical scenario.

EVALUATION OF BID PRICES:

When evaluating bid prices, all of the charges itemized in the hypothetical scenario which follows will be considered.

CALCULATION OF TOTAL BID PRICE:

One total bid figure will be calculated for each vendor based upon the sum of the breakdown of operation, repair and maintenance, monitoring, and sampling of four (4) sewage-treatment plants located throughout the park (including the following areas: cabin area, new cabin area, lodge area, campground area/nature center), lift stations, manholes, chlorine contact units, U/V units, lodge grease trap, flow meters and effluent outlets, plus the hourly rate for assisting the park with major repairs and the cost of additional sludge removal.

**DNR210051
Blackwater Falls State Park
Wastewater Treatment Plant Operations
Open End Contract**

Monthly cost for operation, repair and maintenance, monitoring and sampling of four (4) sewage treatment plants:

\$ 1,812.50 Per Month x 12 Months = 21,750.50 Total Annual Cost

Hourly rate for assistance to the Park with major repairs:

\$ 56.00 Per Hour

Additional sludge removal costs per the following amounts:

One (1) 2,000 gallon truck load \$ 300.00
 One (1) 3,000 gallon truck load \$ 450.00
 One (1) 5,000 gallon truck load \$ 750.00

Hypothetical Scenario

One month charge for operation, repair & maintenance, monitoring, and sampling of four (4) sewage-treatment plants located throughout the park (including the following areas: cabin area, new cabin area, lodge area, campground area/nature center), lift stations, manholes, chlorine contact units, U/V units, lodge grease trap, flow meters and effluent outlets. (base bid to include removal of up to 25,000 gallons of sludge)	\$ 1,812.50
Assistance to park on major repairs: four (4) hours X per hourly rate	\$ 224.00
Removal of 5,000 gallons of additional sludge	\$ 750.00
TOTAL BID	\$ 2,786.50

**DNR210051
Blackwater Falls State Park
Wastewater Treatment Plant Operations
Open End Contract**

The West Virginia Division of Natural Resources reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: JAT Environments
 Date: 10-14-09

Signed: [Signature]
 Title: 10-14-09

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: J&J ENVIRONMENTSAuthorized Signature: [Signature] Date: 10-14-09