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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

**BFO NUMBER** DEP15148

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

ADDRESS CORRESPONDENCE TO ATTENTION OF CHUCK BOWMAN

RFQ COPY

Bomont Const. & Supplies, Inc. P.O. Box 10 Procious, WV 25164

ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET PHILIPPI, WV 26416-9998 304-457-3219

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- In the event the vendor/contractor files for bankruptcy protection, the State may deem 12. BANKRUPTCY: this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending verify that the vendor is licensed and in good standing with the above entities.
- 16. 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 material, 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.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. 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

5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division,

is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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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**

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

RFQ COPY

Bomont Const. & Supplies, Inc. P.O. Box 10 Procious, WV 25164

ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET PHILIPPI, WV 26416-9998 304-457-3219

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



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OFFICE OF SPECIAL RECLAMATION
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PHILIPPI, WV
26416-9998 304-457-3219

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ADDRESS CHANGES TO BE NOTED ABOVE

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



RFQ COPY

Procious, WV 25164

P.O. Box 10

Bomont Const. & Supplies, Inc.

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

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DEP15148

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

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ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET PHILIPPI, WV

26416-9998 304-457-3219

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED SHIP VIA TERMS OF SALE FOB. FREIGHT TERMS BID OPENING DATE: 10/20/2010 BID OPENING TIME 01:30PM QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE FROM THIS CONTRACT. CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR AML'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR AML MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR. BID BOND: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH BONDS MAY BE PROVIDED IN THE FORM OF A CERT-EACH BID. IFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR A BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND. EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEO., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE 548-7004 304

055-0773825 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



VENDOR

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

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ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
NO.		The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.		
1.0	500 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade. Up to two (2) dozers may be required at separate locations for use in snow removal from access roads during severe weather events. These dozers shall be available on-site within 24 hours of notice.	\$ /35.00 PER HR	\$ <u>67,500</u> ,00
2.0	100 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ <b>/25.</b> 00 PER HR	\$12,500.00
3.0	200 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket sizeminimum 6.0 cubic feet	\$ <u>/00.00</u> PER HR	\$20,000.00
4.0	500 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$ <u>/65,00</u> PER HR	\$82,500.00
5.0	100 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$ <u>//65.00</u> PER HR	\$82,500.00
6.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$	\$20,000,0
7.0	50 HRS	Truck with Snow Blade, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ <u>/25.00</u> PER HR	\$ 6,250.0
8.0	100 HRS	Articulated Truck-Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ <u>/40.</u> ∞ PER HR	\$ 14,000.0 \$ 2,500.0
9.0	50 HRS	Trash water pump, 3" diameter, gas a/o diesel powered	\$_50.00 PER HR	\$ 2,500.0
10.0	200 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items – per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour) (Billable time not to exceed 4 hours each way for each piece of equipment transported, but is not limited to actual time required for delivery to site.)		\$40,000.0

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.0	500 ACRES	Seed mixture to be applied after seed bed preparation:  Vegetative Species Rate/Acre  Orchard Grass @ 15 lbs/acre  Birdsfoot Trefoil <sup>2</sup> @ 15 lbs/acre  Weeping Lovegrass <sup>3</sup> @ 2 lbs/acre		
		Redtop <sup>4</sup> @ 3 lbs/acre Red Clover @ 10 lbs/acre Ky 31 Fescue <sup>5</sup> @ 15 lbs/acre Foxtail Millet <sup>3</sup> @ 12 lbs/acre Wheat or Rye <sup>4</sup> @ 50 lbs/acre	\$ <u>250</u> 00 PER ACRE	\$ <u>]25,00</u> 0.
12.0	100 ACRES	Seed mixture for Vegetation Enhancement  Vegetative Species <sup>1</sup> Rate/Acre  Ky 31 Fescue <sup>5</sup> @5 lbs/acre  Birdsfoot Trefoil <sup>2</sup> @5 lbs/acre  Red Clover @5 lbs/acre	\$_75,00 PER ACRE	\$ <u>7,500.</u> 0
13.0	100 ACRES	Additional seed mixture for woodland post-mining land use projects.  Vegetative Species <sup>1</sup> Rate/Acre	\$_5,00 PER ACRE	\$.500.00
14.0	500 TONS	* Quality and quantity inspection required prior to installation.  Agriculture Lime - 85% C <sub>a</sub> CO <sub>3</sub> /Acre	\$_100.00	\$50,000
15.0	200 TONS	Fertilizer, 10-20-10	PER TON  \$\frac{450.00}{150.00}  PER TON	\$90,000
16.0	200 TONS	Mulch, Wood Fiber	\$ <u>400.00</u> PER TON	\$80,000.08
17.0	200 TONS	Mulch, hay or straw	\$300.00 PER TON	\$60,200.0
18.0	200 TONS	Stone, 3" to 6", sandstone, delivered to site	\$_40,00 PER TON	\$ 8,0000
19.0	200 TONS	Stone, clean 3-1/2" to 1-1/2", limestone, delivered to site	\$_40.06 PER TON	\$ 82000
20.0	200 TONS	Stone, 1-1/2" crusher run, limestone, delivered to site	\$ 35.00 PER TON	\$7,000,0

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
21.0	200 TONS	Stone, 3" to 6" riprap limestone, delivered to site	\$ <u>40.00</u>	\$ 8,000,0
	200 500 10	G. 49. 109.	PER TON	
22.0	200 TONS	Stone, 4" to 18" riprap limestone, delivered to site	\$ <u>45.00</u> PER TON	\$9,000,0
23.0	200 TONS	Stone, 12" to 36" riprap limestone, delivered to site	\$ <b>45.00</b> PER TON	3.000,E
24.0	10 EA	HDPE Dual Walled Culvert, 15"diameter/ 20' section	\$ <b>230.0</b> 0 EACH	\$3,200,0
25.0	10 EA	HDPE Dual Walled Culvert, 24" diameter/ 20' section	\$ <b>380,00</b> EACH	\$3,800.0
26.0	10 EA	HDPE Dual Walled Culvert, 36" diameter/ 20' section	\$_ <b>070,0</b> 0 EACH	ام ١٥٥٦م
27.0	100 LF	Pipe, 12" Solid SDR 35 gasket type PVC	\$12.95 PER LF	\$ 1,295.0
28.0	10 EA	45° elbow, 12" SDR 35 gasket type PVC	\$ <b>_80.00</b> EACH	\$ 800,00
29.0	10 EA	90° elbow, 12" SDR 35 gasket type PVC	\$ <b>90.00</b> EACH	\$ 900,00
30.0	10 EA	Cap, 12" SDR 35 gasket type PVC	\$_ <b>20.6</b> 0) EACH	\$ 200.00
31.0	10 EA	Tee, 12" SDR 35 gasket type PVC	\$ <u>/80</u> ,60 EACH	\$ 1,800.0
32.0	100 LF	Pipe, 6" Solid SDR 35 gasket type PVC	\$ <b>2.66</b> PER LF	\$ <i>266.0</i> 0
33.0	100 LF	Pipe, 6" Perforated SDR 35 gasket type PVC	\$ 2.lolo PER LF	\$ 266,00
34.0	10 EA	Tee, 6" SDR 35 gasket type PVC	\$ <b>5.</b> \( \Delta \)  EACH	\$ 50,00

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
NO.	QUANTILL	DESCRIPTION	UNITERICE	AMOUNI
35.0	10 EA	Solid end cap, 6" SDR 35 gasket type PVC	\$_ <b>5,00</b> EACH	\$_50.00
36.0	10 EA	45° elbow, 6" SDR 35 gasket type PVC	\$ <u>5.00</u> EACH	\$.50.00
37.0	10 EA	90° elbow, 6" SDR 35 gasket type PVC	\$ <u>5,00</u> EACH	\$50.00
38.0	100 LBS	Bentonite – Sealer	\$ 1.85 PER LB	\$185.00
39.0	100 SQ. YDS	Engineering Fabric for subsurface drainage – in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$ <u>1,95</u> PER SQ. YD	\$195.00
40.0	100 SQ. YDS	Smooth HDPE Geomembrane-Poly-Flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant. Sites which require liner widths wider than available rolls, shall be heat seamed.	\$_35,00 PER SQ. YD	\$3,50020
41.0	,	Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
42.0	200 HRS	Laborer - To include basic tools i.e. shovel, chainsaw, drill, weedeater, lawnmower, etc. as needed	\$ <u>85.00</u> PER HR	\$17,000.00
43.0	5 EA	Wooden Weir – Installed per each (12' x 2' treated 2" lumber with 4" x 4" treated supports, and stainless steel fasteners	\$2,500.0x EACH	\$12,500.00
44.0	1000 LF	Silt fence – Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$ <u>6,50</u> PER LF	\$ 65000
45.0	200 CY	Grout – Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$ <u>195.0</u> 0 PER CY	\$39,000.00
46.0	100 CY	Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ <b>195.00</b> PER CY	\$ <u>19,50</u> 0.0
47.0	1	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ <u>68.00</u> PER TON	\$ 6,800.00

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT :
48.0	200 LF	Floating Baffle Curtain-Five (5) foot total depth Minimum 4 feet depth must be below water line and bottom of floats. 17 ounce/square yard with UV rating, vinyl coated, polyester material, no sewing, all seams heat sealed. Two (2) foot long Styrofoam block for floats in top spaced with grommets in between each block, block size based on depth. 1/4 inch stainless steel cable seamed in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water, at each end. 5/16 inch chain heat sealed into bottom. Ends shall have 1/2 inch polypropylene rope heat sealed with grommets. At seam below floats on each end, aluminum reinforcing plates shall be attached, and have a shackle for anchorage on pond embankment.  Price shall include all labor and materials for installation in pond, as required.	\$ / 30.00 PER LF	\$26,000.0C
49.0	20 DAYS	HDPE 4 inch to 12 inch Pipe Fusion Weld Machine  Price shall include all labor and incidental electric power to operate machine.	\$ <u>/,200.</u> 00 PER DAY	24,000,to
50.0	100 LF	4 inch HDPE DR 17 Fusion Pipe (Required for use with Item # 49)	\$ 8.00 PER LF	\$ 800.00
51.0	100 LF	6 inch HDPE DR17 Fusion Pipe (Required for use with Item # 49)	\$ <b>9.00</b> PER LF	\$900.00
52.0	100 LF	12 inch HDPE DR17 Fusion Pipe (Required for use with Item # 49)	\$ <u>/n,oo</u> per lf	\$1,000.00
53.0	10 EA	6 inch HDPE Wye (Required for use with Item # 49)	\$ <b>250.00</b> EACH	\$2,500.00
54.0	10 EA	6 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49)	\$ <u>/50.0</u> 0 EACH	\$ 1,500.00
55.0	10 EA	4 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49)	\$ <u>/50.00</u>	\$1,500.00
56.0	10 EA	4 inch HDPE Tee (Required for use with Item # 49)	\$ <u>50.</u> ∞ EACH	\$_500,00
		TOTA	s 926	057.00

	REQ.P.O#
	BID BOND
KNOW ALL MEN BY THESE PRESENTS,	nat we, the undersigned,
of,	, as Principal, and
	, a corporation organized and existing under the laws of the State 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 bi	d ourselves, our heirs, administrators, executors, successors and assigns.
	that whereas the Principal has submitted to the Purchasing Section of the attached hereto and made a part hereof, to enter into a contract in writing for
hereto and shall furnish any other bonds and insural agreement created by the acceptance of said bid, the force and effect. It is expressly understood and agreexceed the penal amount of this obligation as herein.  The Surety, for the value received, hereby way impaired or affected by any extension of the time waive notice of any such extension.  IN WITNESS WHEREOF, Principal and States.	tipulates and agrees that the obligations of said Surety and its bond shall be in no within which the Obligee may accept such bid, and said Surety does hereby ety have hereunto set their hands and seals, and such of them as are corporations and these presents to be signed by their proper officers, this
Principal Corporate Seal	(Name of Principal)
	Ву
	(Must be President or Vice 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.

(A)

AGENCY\_

#### **BID BOND PREPARATION INSTRUCTIONS**

				RI	FQ/RFP#	(B)
		•	Did Band			
	**************************************	WNOW AT LAKE	<u>Bid Bond</u> N BY THESE PRE	OFNICO CL.	41	
(A)	WV State Agency					
	(Stated on Page 1 "Spending Unit")	(C)	of <u>(D)</u>	of (G	(E)	
	Request for Quotation Number (upper	as Principal, and		or <u>(G</u>	)	-
	right comer of page #1)	(H)	, a corporation orga	inized and exist	ing under the	laws
(C)	Your Company Name	of the State of(I)	with its p	rincipal office ii	n the City of	_
(D)	City, Location of your Company	(J)	, as Surety, are hel	d and firmly bot	and unto The S	State
(E)	State, Location of your Company	of West Virginia, as Oblig	ee, in the penal sum	1 Of	<u>(K)</u>	
(F)	Surety Corporate Name		) for the payment of			
(G)	City, Location of Surety	we jointly and severally b	ind ourselves, our h	eirs, administrat	ors, executors	<b>,</b>
(H)	State, Location of Surety	successors and assigns.				
(I)	State of Surety Incorporation		the above obligation			
(J)	City of Surety Incorporation	has submitted to the Purch	asing Section of the	Department of	Administration	on
(K)	Minimum amount of acceptable bid	a certain bid or proposal,		made a part ner	eor to enter in	to a
	bond is 5% of total bid. You may state	contract in writing for				
	"5% of bid" or a specific amount on		(M)	<del></del>	<del></del>	
	this line in words.					
(L)	Amount of bond in figures	NOW THEREFO	NDT:			
(M)	Brief Description of scope of work		nall be rejected, or			
(N)	Day of the month		nall be accepted and	the Principal of	hall enter into	n
(O)	Month	contract in accordance wi				
(P)	Year Name of Corporation	any other bonds and insur				
(Q)	Raised Corporate Seal of Principal	other respects perform the				
(R) (S)	Signature of President or Vice	this obligation shall be nu				
(3)	President	force and effect. It is exp	ressly understood a	nd agreed that the	he liability of	the
(T)	Title of person signing	Surety for any and all claim				
(U)	Raised Corporate Seal of Surety	amount of this obligation		,, 0 , 0, 0	F	•
(V)	Corporate Name of Surety		alue received, here	by stipulates an	d agrees that the	he
(W)	Signature of Attorney in Fact of the	obligations of said Surety				
(")	Surety	any extension of time wit				
NOTE:	Dated, Power of Attorney with Raised	Surety does hereby waive				
1012.	Surety Seal must accompany this bid		HEREOF, Principa		ve hereunto se	t their
	bond.	hands and seals, and such				
		seals to be affixed hereto				
		this (N) day of				•
		Principal Corporate Seal			(Q)	
		• •	•	(Name	of Principal)	
		(R)	•	By	(S)	
		•			be President o	or
				Vice	President)	
					(T)	
					Title	
		(U)				
		Surety Corporate Seal			(V)	
		•		(Nai	me of Surety)	
				•	- *	
					(W)	
			•	Atto	orney-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.

#### 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 owed is an amount greater than one thousand dollars in the aggregate.

"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 exceed 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.

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.

## WITNESS THE FOLLOWING SIGNATURE Construction + Supplies, Inc. Taken, subscribed, and sworn to before me this 4 day of October My Commission expires Sept. 17 \_, 20]9. AFFIX SEAL HERE

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2010

b	A Company of the Comp				HER AG A BIATTED OF	INFORMATION	
RODUCE	R (304) 720-2000 FAX:	(304) 720-2002			UED AS A MATTER OF O RIGHTS UPON THE		
Mount	ain State Insurance A	gency					
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				NAIC#			
Charl	eston WV 25	301	INSUKERSA	INSURERS AFFORDING COVERAGE INSURER A State Auto Insurance Company			
NSURED		100 miles (100 miles (		344-1134-145			
Bomon	it Construction & Supp	lies Inc.	INSURER 8:	INSURER C:			
	Box 10		INSURER C:				
	144						
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WV Department of Administration purchasing Division 2019 Washington St., East P.O. BOX 50130 Charleston, WV 25305-0130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Beverly Holstine/BEV

Banance Co Patrostinos

ACORD 25 (2009/01) INS025 (200901)

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DATE (MM/DD/YYYY)

-	-		and the second s	II IVAIL OI LI				12/2/2009			
	DUCER		(304) 720-2000 FAX:		THIS CER	TIFICATE IS ISS	UED AS A MATTER O O RIGHTS UPON TH	F INFORMATION IE CERTIFICATE			
Mot	ınta	in	State Insurance A	gency	HOLDER	THIS CERTIFIC	ATE DOES NOT AME	ND. EXTEND OR			
1206 Kanawha Blvd. E. ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.											
						Landard California	<u>\$241.11</u>	NAIC#			
Cha	arle	est	on WV 25	301		INSURERS AFFORDING COVERAGE					
INSU	RED				INSURER A. Br.	INSURER A. BrickStreet Insurance					
Bo	non	: C	onstruction & Supp	lies Inc.	INSURER B:	INSURER B:					
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COVERAGES  THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OBUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	ADD'L NSRD		TYPE OF INSURANCE	POLICYNUMBER	DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT	B			
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	If yes	desc	y in NH) cribe under PROVISIONS below	::Wmv V&			E.L. DISEASE - POLICY LIMIT				
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DESC	RIPTI	יחשכ	F OPERATIONS / LOCATIONS / VEHICL	.ES / EXCLUSIONS ADDED BY ENDORSE	MENT / SPECIAL PROV	ISIONS					
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					CANCELLA	rian					
CERTIFICATE HOLDER						CANCELLATION					
(304) 558-4115						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION					
WV Department of Administration Attn: Purchasing Division 2019 Washington Street East PO Box 50130					NOTICE TO THE	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.					
Charleston, WV 25305											
						Annette Dearth/ANNE Constant. Sustant					

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