

Request for Quotation

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ADDRESS CORRESPONDENCE	TO	AT	TEN	TION	C
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GUY NISBET 304-558-8802

RFQ COPY
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RBS, Inc. P. O. Box 490 White Sulphur Springs, WV 24986 ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 02/05/2012 BID OPENING DATE: 01:30PM BID OPENING TIME 03/20/2012 CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** 0001 962-73 JB \$607,952.50 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF TH WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 9.3-AC ABANDONED MINE PROJECT KNOWN AS THE "SUGARCAMP RUN BURNING REFUSE" PROJECT. THE SITE IS LOCATED NEAR GILBOA, WEST VIRGINIA, (NICHOLAS CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/01/12 a 10:00 AM. 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 ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. 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 FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT 2012 MAR 19 ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304-645-2277 0 3/16/12 TITLE 55-0477166 Président/ ADDRESS CHANGES TO BE NOTED ABOVE

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.
- **12. 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.
- 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.html 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 unit to 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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RBS, Inc.

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White Sulphur Springs, WV 24986

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

Request for Quotation

REQ NUMBER DEP15722

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET \$04-558-8802

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

304-926-0499 25304

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TERMS OF SALE

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RBS, Inc. P. O. Box 490 White Sulphur Springs, WV 24986

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

F.O.B.

DATE PRINTED 02/05/2012 01:30PM BID OPENING DATE BID OPENING TIME 03/20/2012 CAT. AMOUNT LIOP ITEM NUMBER LINE QUANTITY COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO BIDDERS WHO ARRIVE THE STARTING TIME FOR THE PRE-BID. MORE THAN 15 MINUTES AFTER THE BEGINNING OF THE PREBID WILL NOT BE PERMITTED TO SIGN IN OR PARTICIPATE. DIRECTIONS TO PREBID: FROM SUMMERSVILLE, TAKE WV-39 W/TURNPIKE ROAD TO CAMP FORK ROAD/CR 19/15. TURN LEFT ON CAMP FORK ROAD/CR 19/15 BEFORE GILBOA AND CONTINUE STRAIGHT TO THE OLD PREP PLANT. BEHIND THE PREP PLANT, GO THROUGH THE GATE AND CONTINUE UP THE HILL TO THE SITE LOCATED ON THE LEFT. CONTACT & PHONE #: ROGER EARLE, 304-926-0485 PLANS & SPECS MAY BE OBTAINED BY THE FOLLOWING METHODS 1) BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF AML & R, WITH NO CHAGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL LAWRENCE BURGESS, PH. 304-926-0499, EXT. 1668 OR 304-926-0485 TO ORDER CD. PLANS AND SPECIFICATIONS WILL BE MADE AVAILABLE, ON CD, TO PRINT COMPANIES IN CHARLESTON, CLARKSBURG, AND OTHER AREAS UPON REQUEST. *****THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS. * * * * * SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304-645-2277 DATE 3/16/12 TITLE President 55-0477166 ADDRESS CHANGES TO BE NOTED ABOVE



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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

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FREIGHT TERMS F.O.B. TERMS OF SALE SHIP VIA DATE PRINTED 02/05/2012 BID OPENING TIME 01:30PM BID OPENING DATE: 03/20/2012 CAT. UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER EXHIBIT 5 WEST VIRGINIA CODE 21-11D-5 PROVIDES THAT: ANY SOLICI-TATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLAINCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY IS RECEIVED. EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN, WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304-645-2277 DATE 3/16/12 TITLE President

55-047-7166



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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

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DEPARTMENT OF OFFICE OF AML&R

T 601 57TH STREET SE

CHARLESTON, WV 25304

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DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE

CHARLESTON, WV

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FREIGHT TERMS F.O.B. SHIP VIA TERMS OF SALE DATE PRINTED 01:30PM BID OPENING TIME 02/05/2012 03/20/2012 BID OPENING DATE: AMOUNT UNIT PRICE ITEM NUMBER CAT. UOP QUANTITY LINE NEITHER THE FINAL ACCEPTANCE NOR THE OF THE WORK. FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS (B) EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE. THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE (C) CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL (4) VENDOR TO: OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS (A) PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. OBTAIN ANY AND ALL REQUIRED CONSTRUCTION (B) PERMITS OR RELATED JOB PERMITS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE 3/16/12 TELEPHONE 304-645-2277 SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE TITLE President 55-0477166



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ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

TYPE NAME/ADDRESS HERE RBS, Inc. P. O. Box 490 White Sulphur Springs, WV 24986 ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE

CHARLESTON, WV 25304

304-926-0499

DATE PRINTED D2/05/2012 BID OPENING TIME 01:30PM				15 54 541	- 1	SHIP VIA	10	F.O.B.	FREIGHT TEHMS
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RBS, Inc. P. O. Box 490

TYPE NAME/ADDRESS HERE

White Sulphur Springs, WV 24986

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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GUY NISBET

304-558-8802 ENVIRONMENTAL PROTECTION

DEPARTMENT OF OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV 25304

304-926-0499

FREIGHT TERMS F.O.B. SHIP VIA TERMS OF SALE DATE PRINTED 02/05/2012 01:30PM BID OPENING TIME 03/20/2012 BID OPENING DATE: AMOUNT UNIT PRICE CAT. ITEM NUMBER QUANTITY UOP LINE EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT, "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROAD OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, B . SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN 2. AUTHORIZE THE USE OF FOREIGN STEEL WRITING, PRODUCTS IF: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-645-2277 DATE 3/16/12 SIGNATURE TITLE President FEIN 55-0477166 ADDRESS CHANGES TO BE NOTED ABOVE



TERMS OF SALE

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RFQ NUMBER DEP15722 PAGE 10

FREIGHT TERMS

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RBS, Inc. P. O. Box 490

White Sulphur Springs, WV 24986

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

F.O.B.

DATE PRINTED 02/05/2012 01:30PM BID OPENING TIME BID OPENING DATE: 03/20/2012 AMOUNT UNIT PRICE ITEM NUMBER LIOP LINE QUANTITY THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR, THE DIRECTOR OF THE PURCHASING DIVISION B . DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., 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 DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE TELEPHONE 304-645-2277 3/16/12 President 55-0477166 ADDRESS CHANGES TO BE NOTED ABOVE



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

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

25304 304-926-0499

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RBS, Inc. P. O. Box 490 White Sulphur Springs, WV 24986 ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

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TITLE

President

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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RFQ COPY TYPE NAME/ADDRESS HERE RBS, Inc.

P. O. Box 490 White Sulphur Springs, WV 24986 ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

FREIGHT TERMS F.O.B. SHIP VIA TERMS OF SALE DATE PRINTED 02/05/2012 BID OPENING TIME 01:30PM BID OPENING DATE: 03/20/2012 AMOUNT CAT. UNIT PRICE ITEM NUMBER QUANTITY UOP LINE ADDENDUM NO. 'S: NO. 1 ..X..... NO. 2 NO. 4 UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. SIGNATURE RBS, Inc. COMPANY 3/16/12 REV. 11/96 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 3/16/12 SIGNATURE 304-645-2277

ADDRESS CHANGES TO BE NOTED ABOVE

FEIN 55-0477166



Request for Quotation

SHIP VIA

RFQ NUMBER DEP15722 PAGE 14

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

VANDOR

DATE PRINTED

REQ COPY TYPE NAME/ADDRESS HERE

RBS, Inc. P. O. Box 490 White Sulphur Springs, WV 24986

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

F.O.B

TERMS OF SALE 02/05/2012 BID OPENING DATE 03/20/2012 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: GN-23 RFQ. NO.: DEP15722 BID OPENING DATE: 3/20/2012 BID OPENING TIME: 1:30PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-497-3802 VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: RBS, Inc., P. O. Box 490, White Sulphur Springs, WV 24986 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304-645-2277 DATE 3/16/12 TITLE President FEIN 55-0477166 ADDRESS CHANGES TO BE NOTED ABOVE



Request for Quotation

REQNUMBER
DEP15722

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE

RBS, Inc.
P. O. Box 490
White Sulphum

White Sulphur Springs, WV 24986

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

25304 304-926-0499

DATE PRINTED		TE	TERMS OF SALE		\$HIP VIA		1.	F.O.B.		FREIGHT TERMS	
	02/05/2012										
BID OPENING DATE: 03/20/2012							BID	OPE	NING TI	ME 01	:30PM
LINE	QUAN	ΥΪΙΤΥ	UOP	CAT. NO.	44	ITEM NUM	BER .		UNIT PRIC		AMOUNT
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	ANY INI (1) HE THE BII THE BII THE BII THE BII	OR SH D OR A DDER, DDER I DDER H	AL SI E IS NY DO (2) T N A C AS PR	GNING AUTHO CUMEN HAT H ONTRA OPERL	THI RIZE TS R E OR CTUA Y RE	S BID D BY T ELATED SHE D L RELA GISTER	IS CER THE BID THERE IS AUTH ATIONSH	TIF DER TO ORI IP,	TYING THAT TO EXECT ON BEHALD TO LAND (3)	AT: CUTE F OF BIND THAT	
	****	THIS	IS T	HE EN	D OF	RFQ	DEP15	722	* ****	TOTAL:	\$607,952.50
IGNATURE /		1	0	SEE REVE	RSE SIC	E FOR TER	MS AND CON	DITION	48		
1/2 N	M/6	dy	l_			TE	LEPHONE			DATE	
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President	N RESPO	NIDING =	55-047	7166					ADDRESS	CHANGES 1	O BE NOTED ABOVE
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Sugarcamp Run Burning Refuse DEP15722

Contractor's Bid Sheet

Vendor's Name	RBS,	Inc.
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The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appear to be unreasonable.

		unreasonable.				
ITEM						
NO.	QUANTITY	DESCRIPTION	U	NIT PRICE	L	AMOUNT
1.0	LS	Mobilization, per lump sum	-	30,000.00	0	20 000 00
1.0	1.0	(not to exceed 10% per each bid)	\$	30,000.00	\$	30,000.00
2.0	LS	Construction Layout, per lump sum	\$	27,000.00		27 000 00
2.0		(not to exceed 5% per each bid)	\$	27,000.00	\$	27,000.00
3.0	LS	Quality Control, per lump sum	\$	12,000.00	\$	12,000.00
		(not to exceed 3% per each bid)	\$	12,000.00	\$	12,000.00
4.0	LS	Site Preparation, per lump sum	\$	30,000.00	\$	30,000.00
		(not to exceed 10% per each bid)	\$	30,000.00	\$	30,000.00
5.0	4535.0 L.F.	(Sediment Control Barrier) Straw Wattle, per lineal foot	\$	4.00	\$	18,140.00
5.1	100.0 LF	(Sediment Control Barrier) Silt Fence, per lineal foot	\$	10.00	\$	1,000.00
5.2	1.0 EA	Stabilized Construction Entrance, per each	\$	2,500.00	\$	2,500.00
6.0	10.0 AC.	Revegetation, per plan acre	\$	2,500.00	\$	25,000.00
7.0	170.0 L.F.	Vee Ditch, Vegetated, per lineal foot	\$	25.00	\$	4,250.00
7.1	1500.0 L.F.	Vee Ditch, Rock Riprap Lined, per lineal foot	\$	60.00	\$	90,000.00
7.2	575.0 L.F.	Vee Ditch, Grouted Rock Riprap Lined, per lineal foot	\$	100.00	\$	57,500.00
7.3	1160.0 L.F.	Sediment Ditch, Vegetated, per lineal foot	\$	20.00	\$	23,200.00
7.4	19.0 EA	Temporary Stone Check Dam, Type I, per each	\$	500.00	\$	9,500.00
7.5	3.0 EA	Temporary Stone Check Dam, Type II, per each	\$	1,500.00	\$	4,500.00
8.0	89,345.0 CU. YD.	Unclassified Excavation, per cubi yard	\$	2.50	\$	223,362.50
10.0	10.0 AC.	Soil Cover, per plan Acre	\$	5,000.00	\$	50,000.00
			\$.,	\$	23,000,00
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OMB #1029-0119 Expiration Date: 1/31/13

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information
Business Name: R. B. S., Inc. Tax Payer ID No.: 55-0477166 Address: PO Box 490 City: W. S. S. State: WV Zip Code: 24966 Phone: 304.645.2277 Fax No.: 304.645.2597 E-mail address: Piller bs inc. com
Fax No.: 304.645.2597 E-mail address: Diller bs inc. com
Part B: Legal Structure
(Corporation () Sole Proprietorship () Partnership () LLC () Other (please specify)
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.
I, William Souder, have the express authority to certify that:
Information on the attached Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. Part of the information on the attached Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D. Our business currently has no information in AVS. If you select this option, you must of the provide all information required in Part D. Sign and date below and complete Part D. To record Title
IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at

HOE OILDS

https://avss.osmre.gov.

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000164400 17.00 210270

Instructions for Completing AML Contractor Form OMB #1029-01191

Part A: General Information. Part A should be completed by the AIVIL Contractor.

Part B: Legal Structure. Part B should be completed by the AML Contractor.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with. 2

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with,

Part D:

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748. ² You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting https://avss.osmre.gov. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT Information. Print the Entity OFT from AVS.

BID BOND

	KNOW A	ALL MEN BY THESE	PRESENTS,	, That we, the undersigned	R. B. S., Inc.
	of Wi	nite Sulphur Springs	S1	West Virginia	, as Principal, and Fidelity and Deposit Company of
Marylan	d_of	Baltimore,	Marylan		organized and existing under the laws of the State of
	land	with its principal of	fice in the City	ofBaltimore, MD	, as Surety, are held and firmly hound unto the State
of West	Virginia, a	as Obligee, in the pe	enal sum of Fiv	e Percent of the Amount	Bid (\$
well and	truly to b	e made, we jointly a	ind severally b	oind ourselves, our heirs, a	dministrators, executors, successors and assigns.
	The Con	dilion of the above o	obligation is su	uch that whereas the Princ	ipal has submitted to the Purchasing Section of the
Departm	ent of Ad	ministration a certal	n bid or propor	sal, attached hereto and n	nade a part hereof, to enter into a contract in writing for
Reclan	nation of	9.3 Acre Abandone	ed Mine Projec	ct, known as Sugarcamp	Run Burning Refuse, near Gilboa, Nicholas Co., WV.
RFQ	No. DEP	15722.			
	1)				
		HEREFORE,			
		ild bid shall be reject		Oringinal shall onter into a	contract in accordance with the Link
hereto a	nd shall f	urnish anv other bor	nds and insura	ance required by the bid or	contract in accordance with the bid or proposal attached proposal, and shall in all other respects perform the
agreeme	ent create	d by the acceptance	e of said bid, th	hen this obligation shall be	null and void, otherwise this obligation shall remain in full
exceed t	d ettect.	It is expressly under amount of this oblig	stood and agr	reed that the liability of the	Surety for any and all claims hereunder shall, in no event,
CACCCC	no pondi	amount of this oblig	ation as neren	n stateu.	
way imp waive no	aired or a	ety, for the value rec iffected by any exter ny such extension.	elved, hereby	stipulates and agrees than stipulates and agrees than the oblige	t the obligations of said Surety and its bond shall be in no e may accept such bld, and said Surety does hereby
	INITANTA	FCC WHIEDEOF D	dadada ood Oo	and the second	
					eir hands and seals, and such of them as are corporations
					to be signed by their proper officers, this
	_day of	March	, 20_12	<u></u>	
Dringing	l Corpora	to Sool			R. B. S., Inc.
rincipal	Согрога	le deal			(Name of Principal)
					11/11/16
					By (Must be President or
					/ Vice President)
					1/16-200
					(Title)
Construc		Cool			Fidelity and Deposit Company of Maryland
Surety C	Corporate	oeai			(Name of Surety)
					(Hamo of Outery)
					and I
					1 X lauchin
					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.

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby hominate, constitute and appoint A. L. STANCHINA, of Moneta, Virginia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been rinly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md.) in their own proper persons. This power of attorney revokes that issued on behalf of A. L. STANCHINA, dated June 14,2004

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI,

Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Qui D. Bairf Assistant Secretary

Eric D. Barnes

By:

M. P. Hammond

Vice President

State of Maryland **Baltimore County**

FOR YOUR PROTECTION, LOOK FOR THE ZURICH WATERMARK

On this 28th day of July, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Super Control

Dennis R. Hayden

Notary Public

My Commission Expires: February 15, 2013

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

20th day of March, 2012.

Gregot. Muny Assistant Secretary



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

STATE OF West Virginia
COUNTY OF Greenbrier , TO-WIT:
l, Ronald B. Snyder, after being first duly sworn, depose and state as follows:
1. I am an employee of; and,
(Company Name) RBS, Inc. 2. I do hereby attest that
(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. RBS, Inc.
(Company Name)
By: Church B dy d
President
Title:
3/16/12 Date:
Taken, subscribed and sworn to before me thisday of
April 10, 2016 By Commission expires
Seal OFFICIAL SEAL MOTARY PUBLIC MOTARY PUBLIC (Motary Public) EH13 AFFIDAVIT MUSTEBE 2016 BMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS, FAILURE TO INCLUDE THE
APPIDAVIT WITH THE BID SHALL RESULT IN DISQUALTETCATION OF
THE BID.

DI	EP15722	
REO No.		

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.

DEFINITIONS:

"Dobt" 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, fimited 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.

WITHESS THE FOLLOWING SIGNATURE	
RBS, Inc.	
Vendor's Name:	
Authorized Signature: Lunf (3/16/12
) dy d
State of	1
County of In-wif-	
County of to-wit:	
Taken, subscribed, and sworn to before me this	16 March 12
	16 day of
April 10 My Commission expires	20_16
m) sommission capities	, 20
AFFIX SEAL HERE	
THE OLAL HEAL	NOTARY PUBLIC CHELL & Hawkins



MITHERS THE POLLOWING MOUNTAIN