



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

Request for Quotation

RFO NUMBER
 DEP14574

PAGE
 1

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

VENDOR

*709063722 01 304-414-0255
 EASTERN ARROW CORP INC
 PO BOX 4108
 CHARLESTON WV 25364

SHIP TO

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

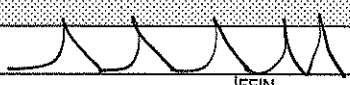
DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/05/2009				

BID OPENING DATE: 04/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF A 5.5-ACRE ABANDONED MINE PROJECT KNOWN AS THE "ELK CREEK PORTALS" PROJECT, LOCATED NEAR DELBARTON, WV, (MINGO CO.), PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/26/09 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>DIRECTIONS TO PREBID:</p> <p>THE PROJECT CONSISTS OF TWO SITES LOCATED NEAR DELBARTON, OFF CO. RT. 65, IN MINGO COUNTY. THE ELK CREEK SITE IS LOCATED OFF CO. RT. 65, ALONG CO. RT. 65/3, ON ELK CREEK. THE MILLSTONE BRANCH SITE IS LOCATED OFF CO. RT. 65, ALONG CO. RT. 65/7, ON MILLSTONE BRANCH.</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304</p>						

RECEIVED
 2009 APR 29 AM 10:21
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 304-414-0255 DATE: 4-29-09

TITLE: PRESIDENT FEIN: 55-075 4491 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, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>PH. 304-926-0485 UPON PAYMENT OF \$15.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION 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 COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING 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 PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>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.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MINGO COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</p>						

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<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p>						

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<p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>*****</p> <p>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2010) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV</p> <p>*****</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR, CAPITOL COMPLEX, 1900 KANAWHA BLVD. E, BLDG. 6, RM 749-B, CHARLESTON, WV 25305, PH. 304-558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE:</p>						

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<p>CONTRACTORS NAME: <i>Eastern Arrow Corp., Inc.</i></p> <p>CONTRACTORS LICENSE #: <i>WV022303</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND</p>						

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SIGNATURE 	TELEPHONE 304 414 0255	DATE 4/29/09
TITLE President	FEIN 55 075 4491	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS 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.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIM ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) 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.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND</p>						

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<p>MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "ELK CREEK PORTALS" PROJECT. SAID PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 19 DRAWINGS AS PREPARED BY TRIAD ENGINEERING CONSULTANT FOR THE WV DEPARTMENT OF ENVIRONMENTAL PROECTION.</p> <p>(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

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PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
1. 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,						
A. "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, ROADS 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.						
B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, 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.						
C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.						
2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN						

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<p>WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. 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,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION 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.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>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</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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



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
DEP14574

PAGE
10

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

VENDOR

*709063722 01 304-414-0255
 EASTERN ARROW CORP INC
 PO BOX 4108
 CHARLESTON WV 25364

SHIP TO

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
03/05/2009				

BID OPENING DATE: **04/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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Request for Quotation

RFQ NUMBER
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/05/2009				

BID OPENING DATE: 04/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .DEP14574...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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03/05/2009				

BID OPENING DATE: **04/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ..✓.....</p> <p>NO. 2 ..✓.....</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... <i>Eastern Arrow Corp., Inc.</i>..... SIGNATURE COMPANY 4/29/09..... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>.....</i>	TELEPHONE 304 414-0255	DATE 4/29/09	
TITLE President	FEIN 55 075 4491	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
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304-558-2157

VENDOR

*709063722 01 304-414-0255
 EASTERN ARROW CORP INC
 PO BOX 4108

 CHARLESTON WV 25364

SHIP TO

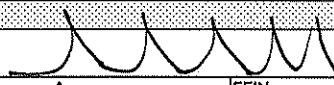
ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/05/2009				

BID OPENING DATE: **04/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14574</p> <p>BID OPENING DATE: 04/22/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304 414-0256 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>..... Ann Wardwell</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **304 414-0255** DATE **4/29/09**

TITLE **President** FEIN **55 075 4491** ADDRESS CHANGES TO BE NOTED ABOVE

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

Elk Creek Portals
RFQ# DEP14574
 Contractor's Bid Sheet

014

Vendors Name: _____

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	1	Mobilization & Traffic Control, per lump sum-Not to exceed 10% of total bid amount		\$
2.00	1	Construction Survey Control, per lump sum-Not to exceed 5% of total bid amount		\$
3.00	1	Quality Control-per lump sum-Not to exceed 3% of total bid amount		\$
4.00	1	Clearing & Grubbing, per lump sum-Not to exceed 10% of total bid amount		\$
6.00	5.5	Revegetation-per acre		\$
7.1.1	465	Type 1 Ditch-per linear foot		\$
7.1.2	85	Type 1 Ditch (Grouted)-per linear foot		\$
7.1.3	20	Wet Seals (Standard and Modified)-per each		\$
7.1.4	1	Modified Wet Seal with Wall-per each		\$
7.1.5	19	Bat Gates-per each		\$
7.1.6	1	Modified Bat Gates-per each		\$
7.1.7	230	24" Diameter HDPE Pipe-per linear foot		\$
7.1.8	13	Rip Rap Apron-per each		\$
7.1.9	6	Temporary Stream Crossing-per each		\$
7.1.10	5	Modified WVDOT Type "G" Inlet-per each		\$
7.1.11	2	Wingwall-per each		\$
7.1.12	100	Soda Ash-per 50 lb bag		\$
8.1.1	1400	Silt Fence-per linear foot		\$
8.1.2	18	Rock Check Dam-per each		\$
8.1.3	5	Drop Inlet Protection-per each		\$
9.00	3500	Unclassified Excavation-per cubic yard		\$
		<i>See Addendum.</i>		
TOTAL				\$

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information

Contractor Name: Eastern Arrow Corp., Inc. Tax Payer ID No.: 55 075 4491
Address: PO Box 4108
City: Charleston State: WV Zip Code: 25364 Phone: 304 414-0255
Fax No.: 304 414-0256 E-mail address: easternarrow@hotmail.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, Ann Wardwell, have the express authority to certify that:
(print name)

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

Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.

Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

Date 4/29/09 Signature  Title President

IMPORTANT!
In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from www.avs.osmre.gov on the Internet.

(141829) EASTERN ARROW CORP INC

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Own.	Hold Code
139824	WARDWELL, ANN	FRS	17-Feb-1994			
139824	WARDWELL, ANN	SH	17-Feb-1994		33%	
139825	WARDWELL, MICHAEL	VP	17-Feb-1994			
139825	WARDWELL, MICHAEL	SH	17-Feb-1994		34%	
139826	WARDWELL, JAY R	SEC	1-Jun-1996			
139826	WARDWELL, JAY R	TRS	1-Jun-1996			
139826	WARDWELL, JAY R	SH	1-Jun-1996		33%	
141837	WARDWELL, J R	DIR	1-Jun-1996	31-Jul-2000		
141837	WARDWELL, J R	SH	1-Jun-1996	31-Jul-2000	28%	



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
DEP14574

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1

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

VENDOR

*709063722 01 304-414-0255
 EASTERN ARROW CORP INC
 PO BOX 4108
 CHARLESTON WV 25364

SHIP TO

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
04/07/2009				

BID OPENING DATE: **04/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE ELK CREEK PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-INS SHEETS, THE REVISED DRAWINGS, THE QUESTIONS/ANSWERS, AND REVISED BID SCHED ULE RESULTING FROM THE 03/26/09 PRE-BID MEETING. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/22/09 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-414-0255	4.29.09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55 075 4491	

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFO # : 14574
Project: Eik Creek Portals

Bid Date: 4/22/09
Pre-Bid Date: 3/26/09

Name : Doug V. Weent
Company: Breakaway Inc
Address: 1075 Old Turnpike Rd
Sutton WV 26601

Name : Mick Jones
Company: Bonmont Const
Address: 4096 Bonmont W

Phone #: 765-5317
Fax #: 765-5389
Email : breakaway-inc@verizon.net

Phone#: 304 548-7604
Fax #: 304 548-7133
Email :

Name : BRAD WISEMAN
Company: WISEMAN EXCAVATING
Address: Box 190 Liberty 25124

Name : Joe Kluin
Company: Aspen Construction
Address: 2400 Ritter Drive
Daniels WV 25832

Phone #: 304 586 3736
Fax #: 304 586 3736
Email :

Phone#: 304-763-4573
Fax #: 304-763-4591
Email : jkluin@aspen-golf.com

Name : BARRIE F. FOITST
Company: EAGLE CONTRACTORS
Address: P.O. Box 339
Winfield WV 25219

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th Street
CHALLENGER WV
25304

Phone #: 304-552-7781
Fax #: 304-755-2150
Email :

Phone#: 304 925 0253
Fax #: 925 9230
Email : Judy Maye AOL Com

Name : ADAM SARVER
Company: MAIN ST. BUILDERS
Address: PO Box 309
PRINCETON, WV
24740

Name : Todd Collins
Company: SAE Cleaning
Address: P.O. Box 277
VAANBY WV 25696

Phone #: 304-467-3412
Fax #: 304-425-2171
Email : asarver@suddenlink.net
www.msbwv.com

Phone#: 606-237-1200
Fax #: 606-237-1200
Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14574
Project: Elk Creek Portals

Bid Date: 4/22/09
Pre-Bid Date: 3/26/09

Name : Johnny C. Fehley
Company: J.C. Contracting
Address: 1226 Sunday Rd.
Hico WV 25854
Phone # : 304 656-4530
Fax # : _____
Email : _____

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC
Address: P.O. BOX 218
KENNA WV
25248
Phone# : (304) 372-4378
Fax # : (304) 372-4378
Email : None

Name : Jesse Sizemore
Company: Blue Swede Enterprises
Address: P.O. Box 46 Dille
WV 26617
Phone # : 304-640-3022
Fax # : _____
Email : 17014.5666@hotmail.com

Name : ANN KAROWELL
Company: EASTERN ARROW
Address: PO BOX 4108
CHARLESTON WV
25364
Phone# : 304-414-0255
Fax # : 0256
Email : _____

Name : Jason Barnes
Company: Barnes Excavation Inc
Address: PO Box 13384
Sisonville WV 25360
Phone # : (304) 984-1725
Fax # : (304) 984-0074
Email : None

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 17015
Sissonville, WV
25760
Phone# : 984-1115
Fax # : 984-2770
Email : _____

Name : BASIL CARPENTER
Company: BASIL CARPENTER & SONS INC
Address: 333 A Call Rd
Chas WV 25312
Phone # : (304) 546-1601
Fax # : (304) 984-3528
Email : _____

Name : Allen Marker
Company: Garvie R. Marker & Sons
Address: 1119 Jefferson Rd
So. Chas. WV. 25309
Phone# : 744 0590
Fax # : 746-5203
Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14574
Project: Blk Creek Rentals

Bid Date: 4/22/09
Pre-Bid Date: 3/26/09

Name : Spencer C Wooddill
Company: Cowgirl Up Inc
Address: Po Box 243
Simpson W Va
26435
Phone #: 304 739 4397
Fax #: 304 739 4401
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : Robert Brewing
Company: Carter Development
Address: Suit 300 Prestige PK
Hurricane WV
Phone #: 551 499 3264
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone #: _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone #: _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

REQ # DEP 14574
Elk Creek Portals
Addendum #1

Item 1: The DEP # listed on the Title Sheet #14164 is incorrect. The correct number is 14574

Item 2: Q) Is the contractor required to provide water to the resident during construction?

A) The water is not potable. Contractor needs to coordinate activities with the residents.

Item 3: Always access sites where located on the plans.

Item 4: Q) Will the contractor be required to obtain the USACOE permit?

A) Public Lands Corporation and USACOE permits have been obtained and will be provided to the contractor.

Item 5: Q) Can structural fiberglass be substituted for steel in the bat gates?

A) No

Item 6: Site N as shown in the addendum will have a key provided for the gate.

Item 7: Article II – Bidding Information, Section 8.0 states “The successful bidder agrees to schedule with the DEP a pre-construction conference with three hundred sixty five (365) calendar days of the purchase order date”. This should read “within 21 calendar days”.

Item 8: Q) How deep is the mine shaft estimated to be?

A) The shaft is estimated to be 20 feet deep.

Item 9: Q) Are there any on-site borrow areas?

A) No, contractor will be responsible for their own borrow areas.

Item 10: Q) Will contractor be responsible for the pump?

A) Contractor is not responsible for pump. Contractor is responsible for structure as stated in Section 7.2.3. The price for this structure will be incidental to the cost for the modified wet seal with wall.

Item 11: The access bridge to Millstone Branch is rated at 47 ton.

Item 12: Q) What happens to the chain link fence and gate?

A) Fence and gate remain in place.

Item 13: Q) How will the shaft seal be paid for?

A) The shaft seal will be paid by per lump sum. It is estimated to be 20 feet deep.

Item 14: All portals have been flagged for identification purposes.

Item 15: A property corner is to be installed. See Note 7 on Drawing C-12 in the plans.

Item 16: Q) Portals are located above the creek behind the trailer. Are we going to be able to put a bench around the road?

A) There is a bench located there already.

Item 17: Q) Where is the yardage located on the project?

A) The unclassified excavation item on the Bid Schedule is for work constructing access roads to get to some of the portals.

Item 18: Clarification: No payment for ditch excavation will be paid under "Unclassified Excavation". Excavation for ditch construction is incidental to ditch construction. Page 39 – Section 7.4.1 Read "Section 8.0 of these Specifications" should Read "Section 7.6 of these Specifications."

Item 19: Site N has been included with this Addendum.

The site contains three (3) wet seals, ditches and one vertical shaft. Plans and specifications for Site N are included.

Item 20: A revised Bid Schedule is included with this addendum.

Revised per Addendum #1

Elk Creek Portals

DEP# 14574

Contractor's Bid Sheet

Vendors Name: Eastern Arrow Corp., Inc.

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	1	Mobilization & Traffic Control, per lump sum-Not to exceed 10% of total bid amount		\$ 4,983.00
2.00	1	Construction Survey Control, per lump sum-Not to exceed 5% of total bid amount		\$ 1,000.00
3.00	1	Quality Control-per lump sum-Not to exceed 3% of total bid amount		\$ 1,000.00
4.00	1	Clearing & Grubbing, per lump sum-Not to exceed 10% of total bid amount		\$ 8,913.00
6.00	6	Revegetation-per acre	500.00	\$ 3,000.00
7.1.1	1,020	Type 1 Ditch-per linear foot	51.00	\$ 52,020.00
7.1.2	85	Type 1 Ditch (Grouted)-per linear foot	111.00	\$ 9,435.00
7.1.3	23	Wet Seals (Standard and Modified)-per each	8,414.00	\$ 193,522.00
7.1.4	1	Modified Wet Seal with Wall-per each	20,000.00	\$ 20,000.00
7.1.5	19	Bat Gates-per each	8,414.00	\$ 159,866.00
7.1.6	1	Modified Bat Gates-per each	8,414.00	\$ 8,414.00
7.1.7	230	24" Diameter HDPE Pipe-per linear foot	37.00	\$ 8,510.00
7.1.8	13	Rip Rap Apron-per each	760.00	\$ 9,880.00
7.1.9	6	Temporary Stream Crossing-per each	1,000.00	\$ 6,000.00
7.1.10	5	Modified WVDOT Type "G" Inlet-per each	3,000.00	\$ 15,000.00
7.1.11	2	Wingwall-per each	2,500.00	\$ 5,000.00
7.1.12	100	Soda Ash-per 50 lb bag	1.00	\$ 100.00
8.1.1	1,400	Silt Fence-per linear foot	1.00	\$ 1,400.00
8.1.2	22	Rock Check Dam-per each	50.00	\$ 1,100.00
8.1.3	5	Drop Inlet Protection-per each	50.00	\$ 250.00
9.00	3500	Unclassified Excavation-per cubic yard	0.40	\$ 1,400.00
10.00	1	Elk Creek Shaft Seal-per lump sum		\$ 50,614.00
TOTAL				\$ 561,407.00

INDEX

ITEM

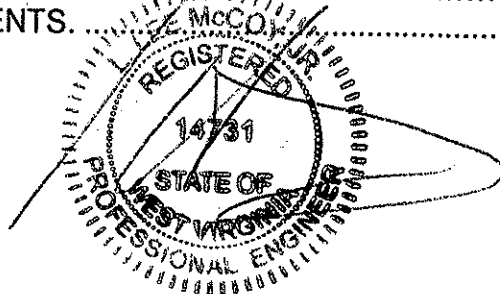
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ELK CREEK MINE SHAFT SEAL

10.1 DESCRIPTION

This work shall consist of backfill and construction of the shaft seal for the Elk Creek mine shaft seal as well as all other incidental work to provide for the construction thereof as shown on the drawings and as directed by the engineer. The Elk Creek mine shaft shall be backfilled with stone. The top six inches of the backfill shall consist of WVDOH Class 1 Base Stone to provide a working surface for the construction of the concrete mine seal cap. A reinforced concrete cap will be constructed at finished grade per drawings.

10.2 MATERIALS

10.2.1 Stone for shaft backfill shall consist of sandstone or other durable rock material as approved by the engineer. The stone shall be neither larger than 3.5 inches nor smaller than 1.5 inches in any dimension.

10.2.2 The stabilization fabric shall be LINQ GTF 200 or equal.

10.2.3 The stone for the 6 inch working surface shall conform to the WVDOH 307-1 specifications for crushed aggregate.

10.2.4 Concrete for the cap shall conform to the requirements set forth in ACI 301-72. The concrete shall have a 28 day compressive strength of 4000 psi. Fresh concrete shall be placed at a slump of 4", subject to a tolerance of +/- 1", the concrete shall be air entrained and shall contain 5% (+/- 1.5%) air by volume.

10.2.5 Reinforcing steel for the concrete cap shall be deformed billet steel bars conforming to ASTM A615, Grade 60.

10.3 CONSTRUCTION METHODS

10.3.1 Backfill and the concrete cap shall be placed to the lines and grades as shown on the design drawings. The backfill material shall be placed in 12 inch loose lifts and compacted to a minimum of 95% of the maximum dry density as determined by the standard Proctor compaction test (ASTM D698). Compaction tests shall be performed on each lift of backfill with a nuclear moisture density gauge to assure proper compaction.

10.3.2 The stone for the Elk Creek mine shaft backfill shall be placed to the lines and grades as shown on the drawings. The stone should be stockpiled and placed with end loader or backhoe buckets or any manner pre-approved by the engineer. Bedrock has been located approximately 20 ft.

below the ground surface. Until the backfill is in place, all overburden within approximately 20 ft. of the shaft should be regarded as subject to possible slope failure. No heavy equipment or vehicles should be parked within 20 ft. of the shaft. Extreme care shall be taken by the Contractor when workmen and/or equipment are near the open shaft. Safety lines should be attached to all workmen near the shaft.

10.3.3 The filter fabric shall be placed in accordance with section 715.11.4, "Engineering Fabric", of the West Virginia Department of Highways, "Standard Specifications for Roads and Bridges".

10.3.4 A six inch layer of WVDOH class 1 base stone shall be placed atop the shaft backfill to the lines and grades shown on the drawings.

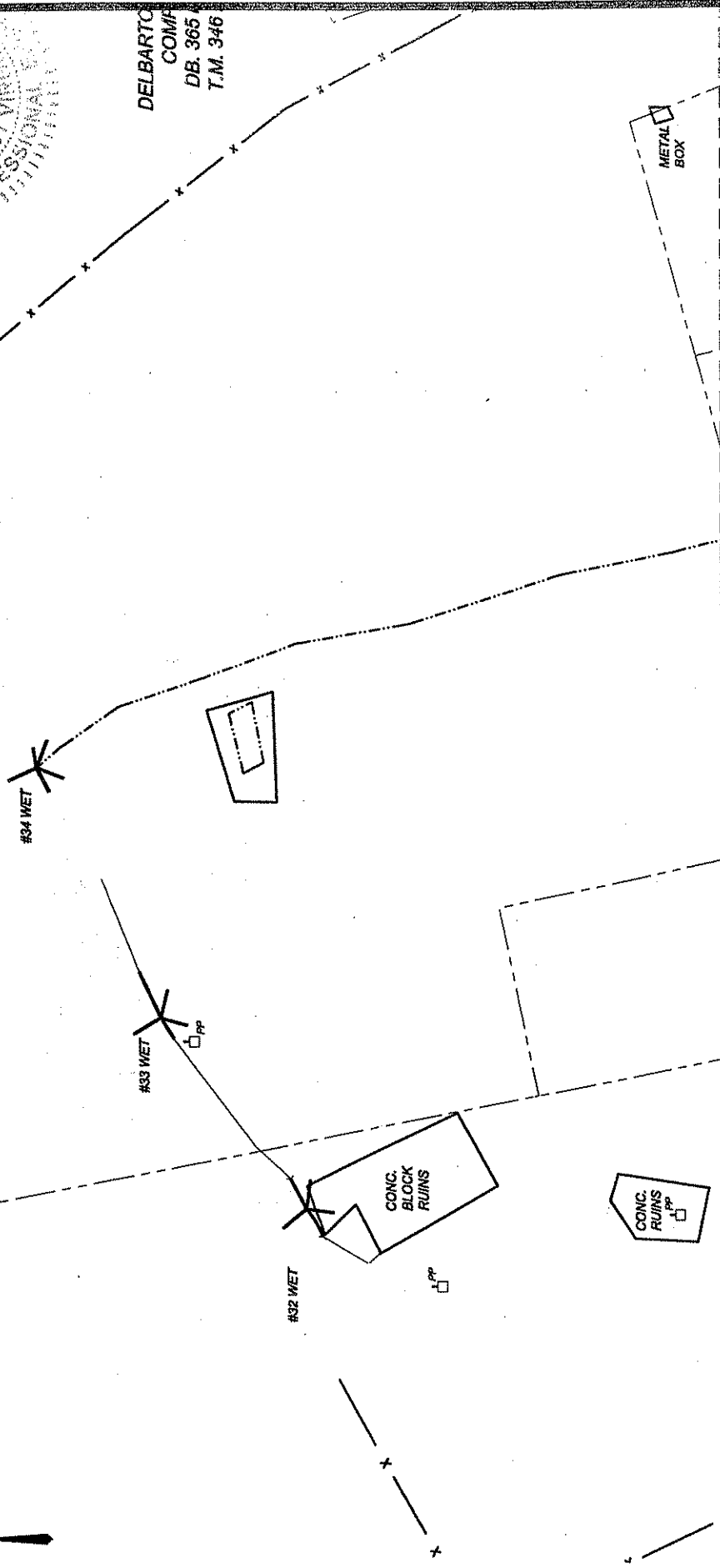
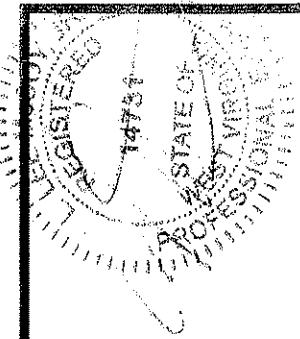
10.3.5 The concrete cap shall be cast in place reinforced concrete. The concrete can be cast directly on the crushed stone. Slump, air, and temperature tests shall be performed on each truck load of concrete. One set of 4 test cylinders shall be cast and shall be tested for compressive strength at the following intervals: 1 @ 7 days, 2 @ 28 days, and 1 hold. Forming and reinforcing steel placement shall comply with ACI criteria.

10.4 METHOD OF MEASUREMENT

The quantity of work done will be paid at the contract lump sum bid for the shaft backfill and concrete cap construction, which price and payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner, including the furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work.

10.5 PAY ITEM

Item 10, "Elk Creek Mine Shaft Seal", per lump sum.

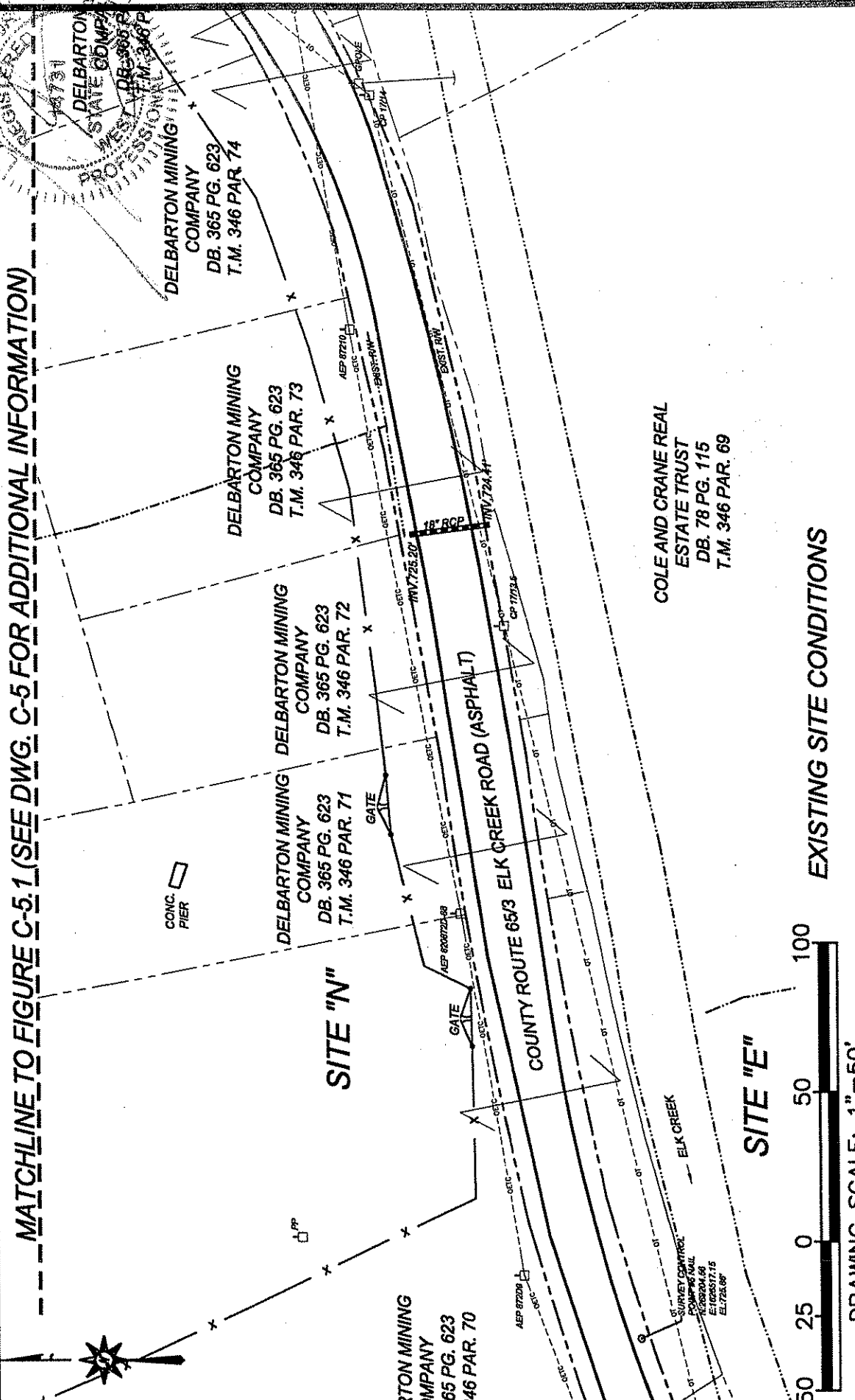


MATCHLINE TO FIGURE C-5.2 (SEE DWG. C-5 FOR ADDITIONAL INFORMATION)

EXISTING SITE CONDITIONS

	4980 TEAYS VALLEY ROAD SCOTT DEPOT, WV 25560	ADDENDUM #1 ELK CREEK PORTALS WEST VIRGINIA DEP ABANDONED MINE LANDS & RECLAMATION	DRAWN BY: MP CHECKED BY: MC SCALE: 1"=50'	FIGURE NO. C-5.1
--	---	---	---	----------------------------

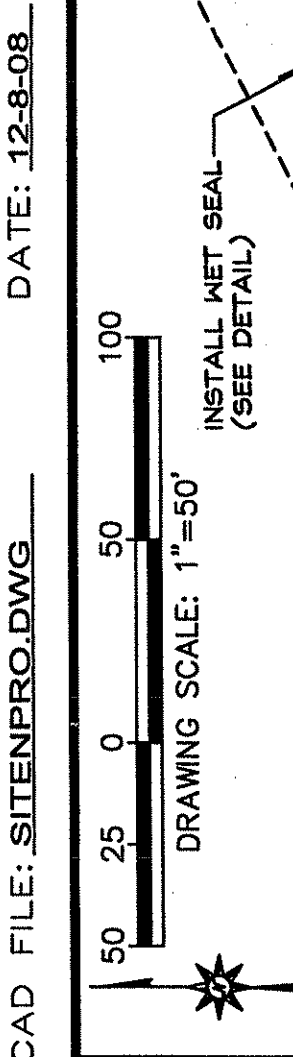
MATCHLINE TO FIGURE C-5.1 (SEE DWG. C-5 FOR ADDITIONAL INFORMATION)



<p>4980 TEAYS VALLEY ROAD SCOTT DEPOT, WV 25560</p> 	<p>ADDENDUM #1 ELK CREEK PORTALS WEST VIRGINIA DEP ABANDONED MINE LANDS & RECLAMATION</p>	<p>DRAWN BY: MP CHECKED BY: MC SCALE: 1"=50'</p>	<p>FIGURE NO. C-5.2</p>
---	---	--	-----------------------------

CAD FILE: SITENPRO.DWG DATE: 12-8-08 PROJECT No: 04-08-0086

REGISTERED PROFESSIONAL ENGINEER
WEST VIRGINIA
14731



RECLAMATION PLAN SITE "N"

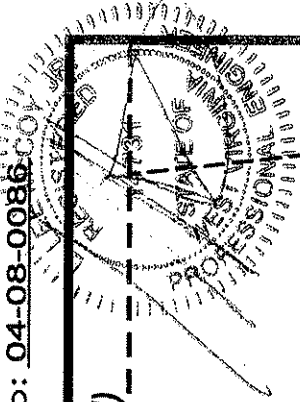
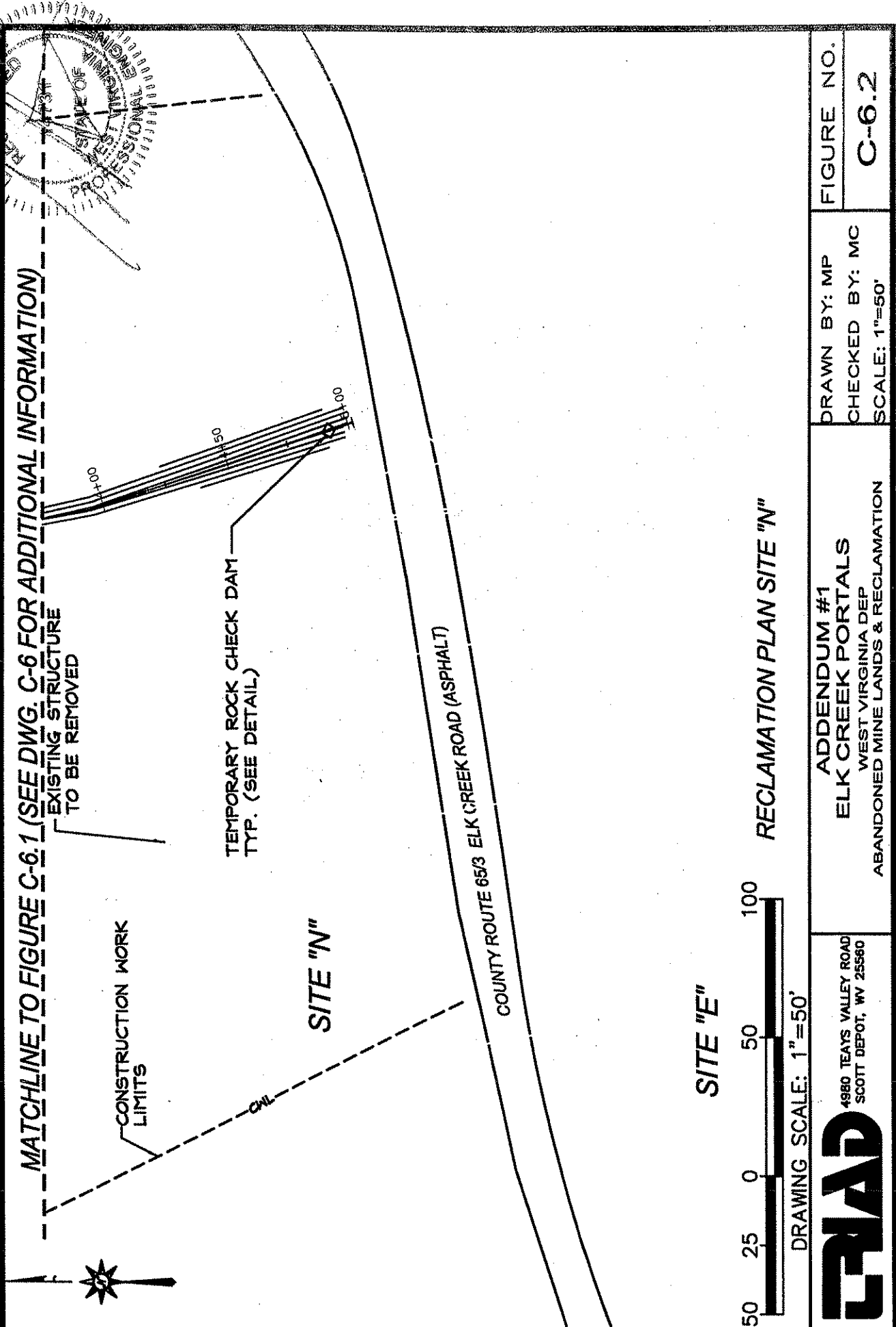


4980 TEAYS VALLEY ROAD
SCOTT DEPOT, WV 25560

ADDENDUM #1
ELK CREEK PORTALS
WEST VIRGINIA DEP
ABANDONED MINE LANDS & RECLAMATION

DRAWN BY: MP
CHECKED BY: MC
SCALE: 1"=50'

FIGURE NO.
C-6.1



SITE "E"



RECLAMATION PLAN SITE "N"

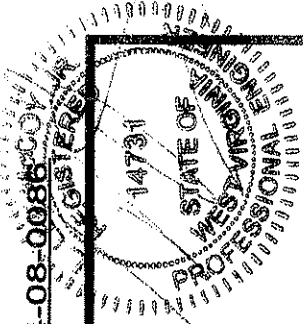


4980 TEAYS VALLEY ROAD
SCOTT DEPOT, WV 25580

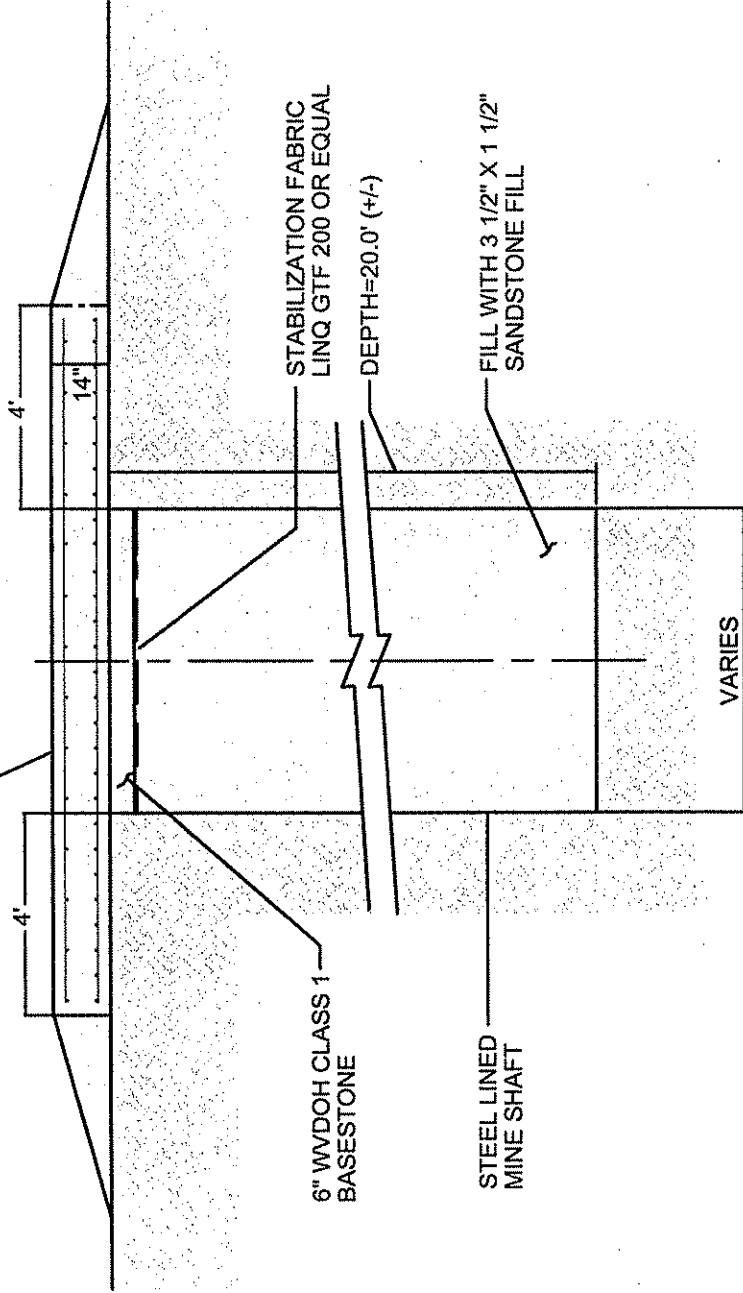
ADDENDUM #1
ELK CREEK PORTALS
WEST VIRGINIA DEP
ABANDONED MINE LANDS & RECLAMATION

DRAWN BY: MP
CHECKED BY: MC
SCALE: 1"=50'

FIGURE NO.
C-6.2



14" THICK CONCRETE SLAB (4,000 psi)
REBAR TOP - #6 @ 12" E.W.
REBAR BOTTOM - #6 @ 6" E.W.



SEE FIGURE No. C-6.1

SECTION A-A

NOT TO SCALE

4980 TEAYS VALLEY ROAD
SCOTT DEPOT, WV 25560

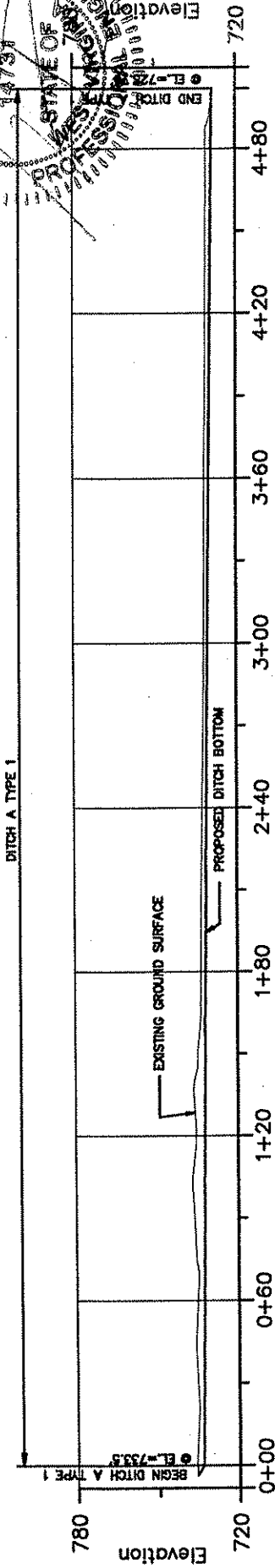


ADDENDUM #1
ELK CREEK PORTALS
WEST VIRGINIA DEP
ABANDONED MINE LANDS & RECLAMATION

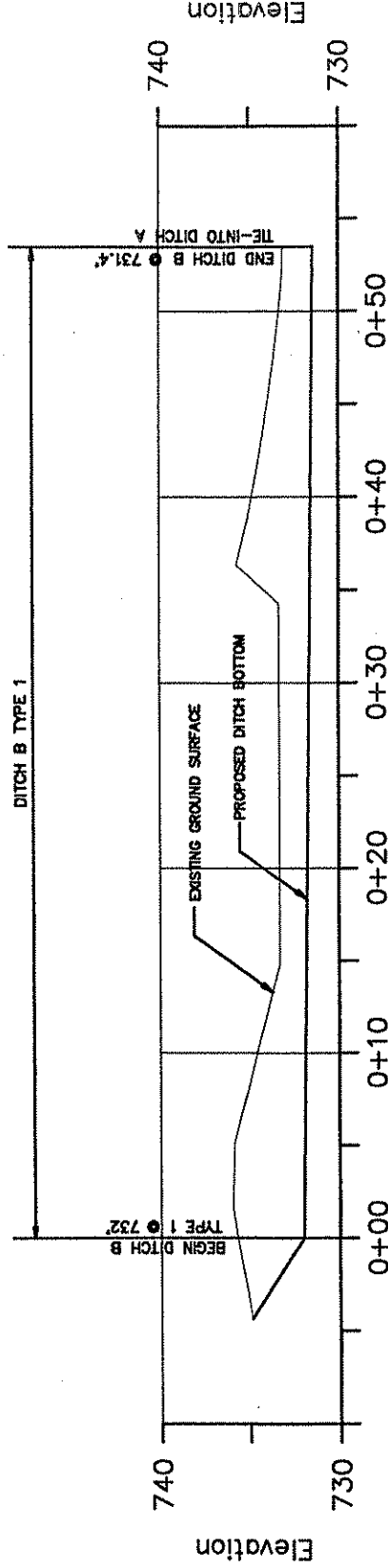
DRAWN BY: MP
CHECKED BY: MC
SCALE: NTS

FIGURE NO.

C-6.4



SITE "N" DITCH PROFILE "A"



SITE "N" DITCH PROFILE "B"



CRAD

4980 TEAYS VALLEY ROAD
SCOTT DEPOT, WV 25560

ADDENDUM #1
ELK CREEK PORTALS
WEST VIRGINIA DEP
ABANDONED MINE LANDS & RECLAMATION

DRAWN BY: MP
CHECKED BY: MC
SCALE: NOTED

FIGURE NO.
C-6.3



INSTALL WET SEAL
(SEE DETAIL)

INSTALL WET SEAL
(SEE DETAIL)

INSTALL WET SEAL
(SEE DETAIL)

DITCH B TYPE 1
(SEE DETAIL)

DITCH A TYPE 1
(SEE DETAIL)

EXISTING STRUCTURE
TO BE REMOVED
INSTALL MINE SHAFT
SEAL (SEE DETAIL)

EXISTING STRUCTURES
TO BE REMOVED

MATCHLINE TO FIGURE C-7.2 (SEE DWG. C-7 FOR ADDITIONAL INFORMATION)

TAX MAP OVERLAY SITE "N"

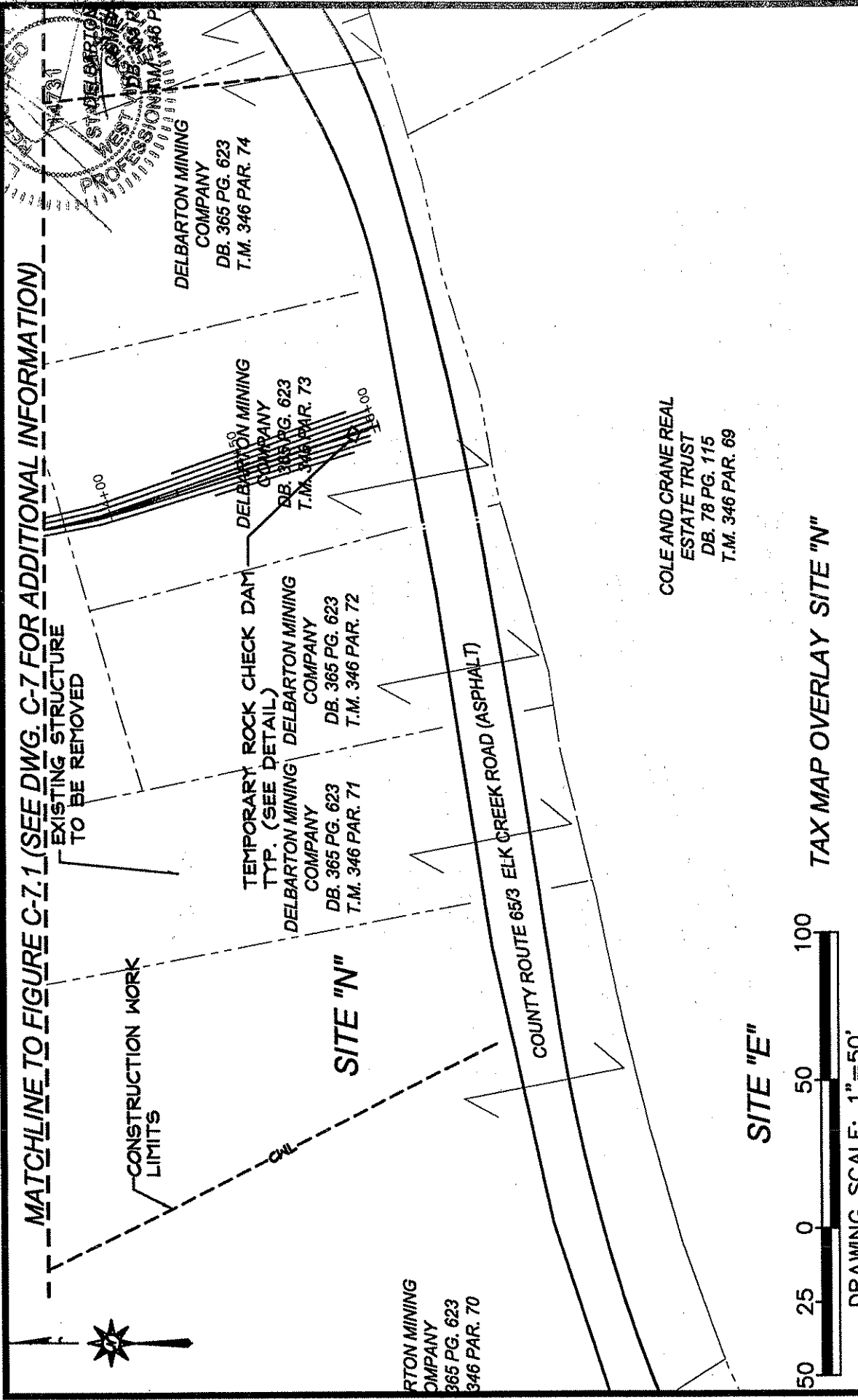
4960 TEAYS VALLEY ROAD
SCOTT DEPOT, WV 25560



ADDENDUM #1
ELK CREEK PORTALS
WEST VIRGINIA DEP
ABANDONED MINE LANDS & RECLAMATION

DRAWN BY: MP
CHECKED BY: MC
SCALE: 1"=50'

FIGURE NO.
C-7.1



TAX MAP OVERLAY SITE "N"



4980 TEAYS VALLEY ROAD
SCOTT DEPOT, WV 25560

ADDENDUM #1
ELK CREEK PORTALS
WEST VIRGINIA DEP
ABANDONED MINE LANDS & RECLAMATION

DRAWN BY: MP
CHECKED BY: MC
SCALE: 1"=50'

FIGURE NO.
C-7.2

MATCHLINE TO FIGURE C-7.1 (SEE DWG. C-7 FOR ADDITIONAL INFORMATION)

EXISTING STRUCTURE TO BE REMOVED

CONSTRUCTION WORK LIMITS

TEMPORARY ROCK CHECK DAM TYP. (SEE DETAIL)

DELBARTON MINING COMPANY
DB. 365 PG. 623
T.M. 346 PAR. 71

SITE "N"

DELBARTON MINING COMPANY
DB. 365 PG. 623
T.M. 346 PAR. 70

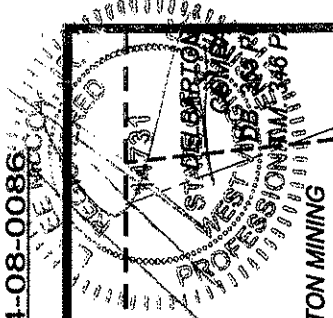
DELBARTON MINING COMPANY
DB. 365 PG. 623
T.M. 346 PAR. 73

DELBARTON MINING COMPANY
DB. 365 PG. 623
T.M. 346 PAR. 74

COLE AND CRANE REAL ESTATE TRUST
DB. 78 PG. 115
T.M. 346 PAR. 69

COUNTY ROUTE 65/3 ELK CREEK ROAD (ASPHALT)

SITE "E"





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
DEP14574

PAGE
1

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

VENDOR

*709063722 01 304-414-0255
 EASTERN ARROW CORP INC
 PO BOX 4108
 CHARLESTON WV 25364

SHIP TO

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
04/20/2009				

BID OPENING DATE: 04/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE ELK CREEK PORTALS PROJECT TO FURTHER CLARIFY INFORMATION CONTAINED IN ADDM. #01.						
THE MINE SHAFT REFERENCED IN ITEM #8 IN ADDM. #1 AND AS SHOWN IN FIGURE C-6.4 ON P. 15 OF ADDM. #1 HAS AN OPENING SIZE OF 5' X 8' FOR A 40 SQFT OPENING.						
BID DATE AND OPENING TIME HAVE BEEN EXTENDED FROM 04/22/09 TO 04/29/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73	TOTAL	\$ 561,407
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
TITLE President		FEIN 55 075 4491	TELEPHONE 304 414 0255	DATE 4/29/09	
ADDRESS CHANGES TO BE NOTED ABOVE					

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eastern Arrow Corporation DBA Pioneer Construction
of PO Box 4108, Charleston, West Virginia 25364, as Principal, and Ohio Farmers Insurance Company
of PO Box 5001 Westfield Center Ohio, 44251, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of bid amount (\$ 5% of bid amount) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP14574, Elk Creek Portals in Mingo County, according to plans and specifications.

NOW THEREFORE,


- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
18th day of March, 2009.

Principal Corporate Seal

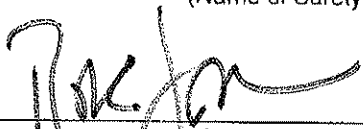
Eastern Arrow Corporation DBA Pioneer Construction
(Name of Principal)

By 
(Must be President or Vice President)

Ann Wardwell, President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)


Attorney-in-Fact
Ross Johnson, Attorney-In-Fact

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

General
Power
of Attorney

POWER NO. 4751892 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **AUGUST** A.D., **2008**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio
County of Medina ss.:

On this **25th** day of **AUGUST** A.D., **2008**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **18th** day of **March** A.D., **2009**.



Frank A. Carrino
Frank A. Carrino, Secretary



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

STATE OF WEST VIRGINIA,
COUNTY OF Kanawha, TO-WIT:

I, Ann Wardwell, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Eastern Arrow Corp., Inc.; and,
(Company Name)
- 2. I do hereby attest that Eastern Arrow Corp., Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Eastern Arrow Corp., Inc.
(Company Name)

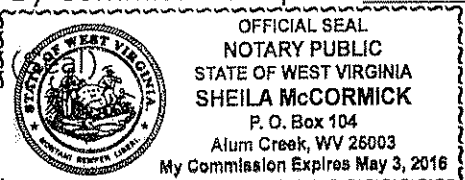
By: [Signature]

Title: President

Date: 4/29/09

Taken, subscribed and sworn to before me this 29th day of April '09.

By Commission expires May 3, 2016



Sheila McCormick
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division020**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: Eastern Arrow Corp., Inc.

Authorized Signature: _____

Date: 4/29/09