



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
DEP15478A

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

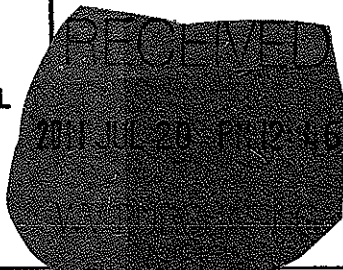
Bail Contracting Inc
 2733 Canvas Nettie Road
 Canvas, WV 26662
 # C26082503

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
DIVISION OF LAND RESTORATION
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/30/2011				

BID OPENING DATE: **07/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		JB		962-73		957,705.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PRUCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION, SEEKS BIDS TO REPAIR AND MAINTAIN CLOSED LANDFILLS AT VARIOUS LOCATIONS THROUGHOUT NORTHERN WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE. EXHIBIT 1 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Abigail Bail</i>	TELEPHONE 304 872-6963	DATE 7-19-11
TITLE <i>Vice President</i>	FEN 550765531	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE AND COMPREHENSIVE VEHICLE LIABILITY INSURANCE IN AN AMOUNT OF NOT LESS THAN \$1,000,000.00 FOR BODILY INJURY AND PROPERTY DAMAGE FOR EACH OCCURENCE AND NOT LESS THAN \$1,000,000.00 AGGREGATE. THE REQUIRED INSURANCE MUST BE WRITTEN BY A COMPANY OR COMPANIES LICENSED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA AT THE TIME OF THE BID, THE CERTIFICATE MUST BE SIGNED BY A LICENSED RESIDENT AGENT, AND NAME THE STATE OF WV AS THE CERTIFICATE HOLDER.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Abigail Bail</i>	TELEPHONE 304 872-6963	DATE 7-19-11
TITLE <i>Vice President</i>	FEB 550765531	ADDRESS CHANGES TO BE NOTED ABOVE



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<p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</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, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (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.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Bail Contracting Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV010069</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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Abigail Bail</i>	TELEPHONE <i>304 872-6963</i>	DATE <i>7-19-11</i>
TITLE <i>Vice President</i>	FEBN <i>550765531</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE I AM AN 'ENDOR'



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<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.: DEP15478A</p> <p>BID OPENING DATE: 07/21/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY NO CONTACT YOU REGARDING YOUR BID: ----- 304 872-0107 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Abigail Bail -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Abigail Bail</i>	TELEPHONE 304 872-6963	DATE 7-19-11
TITLE <i>Vice President</i>	FAX 550765531	ADDRESS CHANGES TO BE NOTED ABOVE

**DEP15478 A
BID SHEET**

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
		All unit prices include all transportation costs to mobilize and demobilize equipment, and or supplies to the project site. There will NOT be any additional payment for mileage or transportation. All operator costs will be included in the equipment hourly unit rates.		
		Leachate System Cleaning		
1	1 EA	Leachate System Cleaning Berkeley County Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>
2	1 EA	Leachate System Cleaning City of Buckhannon Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>
3	1 EA	Leachate System Cleaning Capon Springs Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>
4	1 EA	Leachate System Cleaning City of Clarksburg Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>
5	1 EA	Leachate System Cleaning Hampshire County Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>
6	1 EA	Leachate System Cleaning Jefferson County Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>
7	1 EA	Leachate System Cleaning City of Kingwood Landfill	<u>\$5,000.00</u> EACH	<u>\$5,000.00</u>
8	1 EA	Leachate System Cleaning Marion County Landfill	<u>\$12,000.00</u> EACH	<u>\$12,000.00</u>
9	1 EA	Leachate System Cleaning Monongalia County Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>
10	1 EA	Leachate System Cleaning Morgan County Landfill	<u>\$6,500.00</u> EACH	<u>\$6,500.00</u>
11	1 EA	Leachate System Cleaning City of Morgantown Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>

12	1 EA	Leachate System Cleaning City of Moundsville Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>
13	1 EA	Leachate System Cleaning Petersburg Landfill	<u>\$7,000.00</u> EACH	<u>\$7,000.00</u>
14	1 EA	Leachate System Cleaning Preston County / Rehe Landfill	<u>\$6,000.00</u> EACH	<u>\$6,000.00</u>
15	1 EA	Leachate System Cleaning City of Wheeling Landfill	<u>\$11,000.00</u> EACH	<u>\$11,000.00</u>
		Leachate Storage Tank Cleaning		
16	1 EA	Leachate Storage Tank Cleaning Berkeley County Landfill	<u>\$7500.00</u> EACH	<u>\$7500.00</u>
17	1 EA	Leachate Storage Tank Cleaning Capon Springs Landfill	<u>\$1000.00</u> EACH	<u>\$1000.00</u>
18	1 EA	Leachate Storage Tank Cleaning City of Clarksburg Landfill	<u>\$1000.00</u> EACH	<u>\$1000.00</u>
19	1 EA	Leachate Storage Tank Cleaning Hampshire County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
20	1 EA	Leachate Storage Tank Cleaning Jefferson County Landfill	<u>\$6000.00</u> EACH	<u>\$6000.00</u>
21	1 EA	Leachate Storage Tank Cleaning City of Kingwood Landfill	<u>\$1000.00</u> EACH	<u>\$1000.00</u>
22	1 EA	Leachate Storage Tank Cleaning Marion County Landfill	<u>\$4000.00</u> EACH	<u>\$4000.00</u>
23	1 EA	Leachate Storage Tank Cleaning Monongalia County Landfill	<u>\$6500.00</u> EACH	<u>\$6500.00</u>
24	1 EA	Leachate Storage Tank Cleaning Morgan County Landfill	<u>\$6500.00</u> EACH	<u>\$6500.00</u>
25	1 EA	Leachate Storage Tank Cleaning City of Morgantown Landfill	<u>\$10,000.00</u> EACH	<u>\$10,000.00</u>
26	1 EA	Leachate Storage Tank Cleaning City of Moundsville Landfill	<u>\$7,000.00</u> EACH	<u>\$7,000.00</u>

27	1 EA	Leachate Storage Tank Cleaning Petersburg Landfill	<u>\$12500.00</u> EACH	<u>\$12500.00</u>
28	1 EA	Leachate Storage Tank Cleaning City of Wheeling Landfill	<u>\$1,000.00</u> EACH	<u>\$1000.00</u>
29	57,260 LF	Road Grading which includes ditch cleaning and road crowning, utilizing a road grader or dozer.	<u>\$150</u> LF	⁸⁵ <u>\$890.00</u>
30	57,260 LF	Road Grading which includes leveling and filling in low spots utilizing a tractor and box blade.	<u>\$150</u> LF	⁸⁵ <u>\$890.00</u>
31	100 HRS	Mobile Jetter high-velocity hydraulic cleaning equipment capable of delivering a minimum pressure of 1,500 psi and delivering a minimum of 60 gpm at the nozzle's head.	<u>\$110.00</u> PER HR	<u>\$11000.00</u>
32	100 HRS	Mobile Vacuum minimum 1500 gallons storage capable of 400 cfm @ 20hg.	<u>\$110.00</u> PER HR	<u>\$11000.00</u>
33	300 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	<u>\$150.00</u> PER HR	<u>\$45,000.00</u>
34	300 HRS	Crawler Dozer-Caterpillar D3G or equiv. with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	<u>\$100.00</u> PER HR	<u>\$30,000.00</u>
35	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 325 or equiv. with 173 minimum flywheel horsepower, equipped with standard bucket	<u>\$150.00</u> PER HR	<u>\$30,000.00</u>
36	250 HRS	John Deere 310 Loader/Backhoe or equiv. with 80 net minimum flywheel horsepower equipped with standard buckets	<u>\$70.00</u> PER HR	<u>17,500.00</u>
37	250 HRS	Hydraulic mini Excavator - Backhoe - Caterpillar 304 or equiv. with 36 net minimum flywheel horsepower, maximum reach at ground level 12 ft 4 in equipped with standard bucket.	<u>\$100.00</u> PER HR	<u>25,000.00</u> \$
38	250 HRS	Skid Steer Loader Bob Cat S15 or equiv. with 47 net minimum flywheel horsepower.	<u>\$100.00</u> PER HR	<u>25,000.00</u> \$
39	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	<u>\$135.00</u> PER HR	<u>13,500.00</u> \$
40	100 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	<u>\$90.00</u> PER HR	<u>\$9,000.00</u>

41	50 ACRES	Seed mixture to be applied after seed bed preparation: Vegetative Species Birdsfoot Trefoil ² Redtop ⁴ Ky 31 Fescue ⁵ Wheat or Rye ⁴ Orchard Grass Weeping Lovegrass ³ Red Clover Foxtail Millet ³	Rate/Acre @15 lbs/acre @ 3lbs/acre @15 lbs/acre @ 50lbs/acre @15 lbs/acre @ 2 lbs/acre @10 lbs/acre @12 lbs/acre	\$ 100.00 PER ACRE	\$5,000.00
42	100 ACRES	Seed mixture for Vegetation Enhancement Vegetative Species¹ Birdsfoot Trefoil ² Ky 31 Fescue ⁵ Red Clover	Rate/Acre @5 lbs/acre @5 lbs/acre @5 lbs/acre	\$40.00 PER ACRE	\$4,000.00
43	50 ACRES	Additional seed mixture for woodland land use projects. Vegetative Species¹ Black Locust ²	Rate/Acre @3 lbs/acre	\$ 100.00 PER ACRE	\$5,000.00
44	500 TONS	Agriculture Lime - 85% CaCO ₃		\$ 50.00 PER TON	\$25,000.00
45	200 TONS	Fertilizer, 10-20-10		\$525.00 PER TON	\$105,000.00
46	200 TONS	Mulch, Wood Fiber		\$ 100.00 PER TON	\$20,000.00
47	200 TONS	Mulch, hay or straw		\$ 165.00 PER TON	\$33,000.00
48	20 EA	Gabion Baskets 3"x3" mesh 3'x3'x6' Zinc Coated Steel Wire		\$ 50.00 EACH	1,000.00
49	200 TONS	Stone, 2" limestone or durable sandstone (DEP's choice) delivered to site		\$ 40.00 PER TON	\$8,000.00
50	200 TONS	Stone, Type 2 – Rip-Rap 24" x 6" limestone or durable sandstone (DEP's choice), delivered to site		\$ 32.00 PER TON	\$6,400.00
51	200 TONS	Stone, Gabion 4" x 8" limestone or durable sandstone (DEP's choice), delivered to site		\$ 30.00 PER TON	\$6,000.00
52	200 TONS	Stone, No. 57 limestone or durable sandstone (DEP's choice), delivered to site		\$ 40.00 PER TON	\$8,000.00
53	200 TONS	Stone 3" crusher run limestone or durable sandstone (DEP's choice), delivered to site		\$ 40.00 PER TON	\$8,000.00

54	200 TONS	Stone 1 1/2" crusher run limestone or durable sandstone (DEP's choice), delivered to site	\$4200 PER TON	\$8400.00
55	500 LBS	Bentonite - Sealer	\$100 PER LB	\$500.00
56	10 EA	HI-Q Corrugated Culvert 12" - 20' section	\$150.00 EACH	\$1,500.00
57	10 EA	HI-Q Corrugated Culvert 18" - 20' section	\$250.00 EACH	\$2,500.00
58	10 EA	HI-Q Corrugated Culvert 24" - 20' section	\$350.00 EACH	\$3,500.00
59	100 HRS	Trash Water Pump 3" Dia. gas and/or diesel powered	\$55.00 PER HR	\$5,500.00
60	100 HRS	Trash Water Pump 2" Dia. gas and/or diesel powered	\$45.00 PER HR	\$4,500.00
61	2,000 SQ. YDS	Engineering Fabric for subsurface drainage - in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges (Non-Woven)	\$.50 PER SQ. YD	\$1,000.00
62	2,000 SQ. YDS	Engineering Fabric for separation and stabilization - in accordance with Section 715.11.8 and 715.11.9 "Engineering Fabric" of the West Virginia Division of Highways, standard specification roads and bridges (Woven)	\$.75 PER SQ. YD	\$1,500.00
63	1000 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, pole saw, etc., (unit price includes any per diem, transportation or other expenses)	\$60.00 PER HR	\$60,000.00
64	250 HRS	Truck with snow blade; minimum 3/4 ton 4 wheel drive pickup with 7-8-foot wide snow blade	\$100.00 PER HR	\$25,000.00
65	1000 LF	Silt fence - Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$2.00 PER LF	\$2,000.00
66	100 CY	Grout - Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$130.00 PER CY	\$13,000.00
67	100 CY	Concrete - Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$150.00 PER CY	\$15,000.00
68	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$75.00 PER TON	\$7,500.00

69	100 EA	Hay bales, Hay bales will be provided on-site, installed and staked (wooden only) per standard OSR technical specifications.	\$ <u>5.00</u> EACH	\$ <u>500.00</u>
70	60,000 UNITS	Emergency Leachate Hauling Price is for hauling 100 gallons 1 Mile (example 2000 gal truck hauling 10 miles= 200 units) Pay will only be for loaded miles, not return trip empty.	\$ <u>.15</u> /100 gal/mile	\$ <u>9,000.00</u>
71	25 HRS	Push Type Sewer Line Inspection Camera capable of 100' of line depth with video recording capability to include labor, equipment and recorded media.	\$ <u>125.00</u> PER HR	\$ <u>3125.00</u>
TOTAL \$				<u>957,905.00</u>

NOTES:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
3. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
4. All equipment used must be in good operable condition and be readily available.
5. All materials must have approval from a DEP representative.
6. Labor for operating equipment and installing all materials shall be incidental to each item.
7. Labor - The contractor shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as established for various county, pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage
8. All pipe and fitting are delivered price.
9. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.



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

STATE OF West Virginia

COUNTY OF Nicholas, TO-WIT:

I, Abigail Bail, after being first duly sworn, depose and state as follows:

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

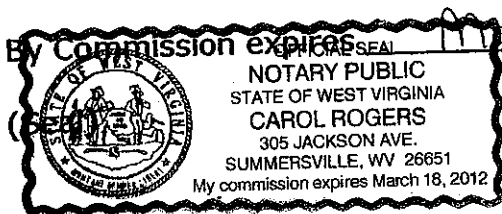
Bail Contracting Inc.
(Company Name)

By: Abigail Bail

Title: Vice President

Date: 7-19-11

Taken, subscribed and sworn to before me this 19 day of July 2011



Carol Rogers
(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.

RFQ No. DEP15478A

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:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Bail Contracting Inc.

Authorized Signature: Abigail Bail / Vice President Date: 7-19-11

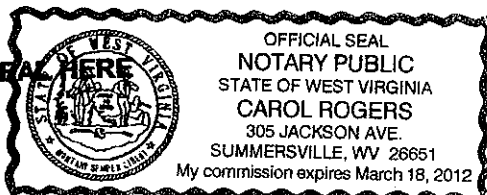
State of West Virginia

County of Nicholas, to-wit:

Taken, subscribed, and sworn to before me this 19 day of July, 2011.

My Commission expires March 18, 2012

AFFIX SEAL HERE



NOTARY PUBLIC

Carol Rogers