



DCI / SHIRES, INC.

FAX TRANSMITTAL SHEET

TO:	FROM:
WV PURCHASING	Linda Meredith
COMPANY:	DATE:
STATE OF WV	02/19/2015
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
304 558 3970	TWENTY (20)
PHONE NUMBER:	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY

NOTES/COMMENTS:

**SEALED BID
WITHROW HOSPITAL)**

STORAGE TANK RESTORATION (JACKIE

BUYER

GREG CLAY

SOLICITATION

CRFQ 0508 HHR1500000004

BID OPENING DATE

FEBRUARY 19, 2015

BID OPENING TIME

1:30

02/19/15 10:18:54
WV Purchasing Division

FAX

304 558 3970

P. O. BOX 1259
 BLUEFIELD, WV 24701
 304-323-1996 PHONE
 304-323-3037 FAX

RECEIVED TIME FEB. 19. 10:11AM



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation

Proc Folder: 67738

Doc Description: Closure and site restoration of 2 underground storage tanks

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-01-21	2015-02-19 13:30:00	CRFQ 0506 HHR1500000004	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

DCI/shires Inc.

PO Box 1259

Bluefield, WV 24701 304-323-1996

WV 030698

FOR INFORMATION CONTACT THE BUYER

Gregory Clay

(304) 558-2566

gregory.c.clay@wv.gov

Signature X

FEIN #

541544474

DATE

2/19/2015

All offers subject to all terms and conditions contained in this solicitation

PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR		PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR	
BECKLEY	WV25801	BECKLEY	WV 25801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Closure and site restoration of 2 underground storage tanks	1		13,900	\$13,900.00

Comm Code	Manufacturer	Specification	Model #
71140000			

Extended Description :

Closure and site restoration of 2 underground storage tanks, excavate, vapor-free, remove, transport, make free of hazardous material, clean and dispose of, backfill site.

	Document Phase	Document Description	Page 3
HHR1500000004	Final	Closure and site restoration of 2 underground storage tanks	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation

Proc Folder: 67738

Doc Description: ADDENDUM NO. 1 CLOSURE & SITE RESTORATION OF STORAGE TANKS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-12	2015-02-19 13:30:00	CRFQ 0506 HHR1500000004	2

BID CLERK

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON
US

WV 25305

Vendor Name, Address and Telephone Number:

DCI/SHIRES, INC.
P.O. Box 1259
Bluefield, WV 24701

WV 030698

304 323-1994

FOR INFORMATION CONTACT THE BUYER

Gregory Clay
(304) 558-2566
gregory.c.clay@wv.gov

Signature X

FEIN #

541944474

DATE

2-19-15

All offers subject to all terms and conditions contained in this solicitation

PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR BECKLEY WV25801 US	PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR BECKLEY WV 25801 US
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71140000			

Extended Description :

Closure and site restoration of 2 underground storage tanks, excavate, vapor-free, remove, transport, make free of hazardous material, clean and dispose of, backfill site.

Agency Department of Administration
REQ.P.O# CRFQ 0506 HHR 150000004

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, DCI/Shires, Inc.
of Bluefield, WV, as Principal, and The Hanover Insurance Company
of Worcester, MA, a corporation organized and existing under the laws of the State of
NH with its principal office in the City of Worcester, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
Closure and Site Restoration of Two Underground Storage Tanks, Jackie Withrow Hospital, Beckley, WV; As per
attached bid.

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal Individually if Principal is an Individual, this 27th day of February, 2015.

Principal Seal

DCI/Shires, Inc.
(Name of Principal)
By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)

Surety Seal



The Hanover Insurance Company
(Name of Surety)
By: [Signature]
Cynthia Ellinwood Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Wyatt H. Walton, Joseph C. Thomas, Jr., Cynthia Ellinwood and/or Elizabeth A. Dyer

of Roanoke, VA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of August 2012.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

Joe Brenstrom
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of August 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27th day of February 20 15.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete
J. Michael Pete, Vice President

WV-73
Rev. 08/2013



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

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

I, Robert Deeb, after being first duly sworn, depose and state as follows:

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

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

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

By: [Signature]
 Title: President
 Company Name: DCI Shires, Inc
 Date: 02-19-2015

Taken, subscribed and sworn to before me this 19th day of February, 2015.

By Commission expires 10-06-2019

(Seal)



[Signature]
(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.

Rev. August 2013

**REQUEST FOR QUOTATION
 Closure of Two Underground Storage Tanks
 CRFQ 0506 HHR150000004**

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: + Mike Gates
 Telephone Number: 304 323 1996
 Fax Number: 304 323 3037
 Email Address: mike.gates@dcishires.com

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV030698

Classification:

ELECTRICAL
GENERAL BUILDING
RESIDENTIAL

DCI SHIRES INC
DBA DCI SHIRES INC
PO BOX 1259
BLUEFIELD, WV 24701

Date Issued

FEBRUARY 12, 2015

Expiration Date

FEBRUARY 12, 2016



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

RECEIVED TIME FEB. 19. 10:11AM

SOLICITATION NUMBER: HHR1500000004

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

ADDENDUM NO. 1

- 1) TO PROVIDE A COPY OF THE PRE-BID MEETING SIGN-IN SHEET FOR THE ABOVE SOLICITATION.
- 2) TO PROVIDE CLARIFICATION OF TECHNICAL QUESTIONS SUBMITTED. SUMMARY PAGES ARE ATTACHED.
- 3) TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Revised 6/8/2012

RECEIVED TIME FEB. 19. 10:11AM

1. In regards to the removal of contaminated soil, is there a determined square yardage amount to be used as a basis for estimating?

This project is specific to the removal of the two tanks indicated in the Request for Quotation CRFQ 0506 HHR1500000004. Any remediation of possible contaminated soil in the surrounding area will be evaluated at the time of tank removal and shall be handled in the form of a change order if possible.

2. Can you provide the size of the USTs, tank contents, how much product is in each tank (if any), the tank composition, how many dispensers are included, the distance between the tank basin and the dispensers, and the groundcover of the UST basin and dispenser area (i.e. asphalt, concrete, stone). Additionally, can you provide me the address that the closure will take place? If possible, could you let me know of any additional stipulations there may be regarding the closure and restoration.

One estimated 6,000 gallon diesel fuel tank near the former steam plant building of unknown composition; dispensers, distances between tank basin and dispensers as well as groundcover is unknown.

One estimated 1,000 gallon diesel fuel tank located behind the dietary area is of unknown composition; dispensers, distances between tank basin and dispensers as well as groundcover is unknown.

The 1,000 gallon tank is approximately ½ full, the 6,000 gallon tank is unknown.

Closure (bid award) will take place February 19, 2015 at 1:30 PM at:

The Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

3. Is there a pre-bid sign-in sheet from the meeting that took place on February 4, 2015? If so, may I obtain a copy?

Pre-bid sign-in sheet is included with this addendum.

4. If known, what is the material of underground storage tank (UST) construction?

Tank construction is unknown; this includes dimensions, and type of material used in construction

5. Can product piping be capped at UST excavation or does it need removed back to generator/former boiler house?

Product piping should be removed back to the exterior wall of the boiler house /generator.

6. What is the estimated length of product piping back to generator/former boiler house?

Approximately 20-50 feet.

7. How much product is present within each tank?

The 1,000 gallon tank is approximately ½ full, the 6,000 gallon tank is unknown.

8. What is the preferred backfill material for the UST excavation?

Backfill shall be of earthen material and reasonably free from organic material such as vegetation. All material used shall be no larger than 3" in diameter and unfrozen. Non contaminated soil from the excavation site may be used.

9. Are there any compaction requirements for the backfilled area?

Area of tank removal shall be compacted to obtain a minimum density equal to that of the surrounding ground.

10. If encountered, can we assume that the total volume of impacted soil that will be excavated for off-site disposal will be calculated in accordance with West Virginia Department of Environmental Protection, Office of Environmental Remediation protocol?

Yes.

SIGN IN SHEET

Request for Proposal No. **CRFQ HHR1500000004**
Quotation

PLEASE PRINT

Page 1 of 2
Date: 02/04/2015

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Lynch Construction Co INC</u> Rep: <u>Greg Byers</u> Email Address: <u>john@lynchconstruction.net</u>	<u>He 70 Box 187</u> <u>White Sulphur Springs WV</u> <u>24986</u>	PHONE <u>304-536-1890</u> TOLL FREE FAX <u>304-536-9156</u>
Company: <u>Enviro Probe Integrated Sol.</u> Rep: <u>Ben Greene</u> Email Address: <u>bgreene@enviroprobeinc.com</u>	<u>630 Cross Lanes Pr.</u> <u>Nioto, WV 25143</u>	PHONE <u>304-776-6717</u> TOLL FREE FAX
Company: <u>ENVIROCHECK OF VIRGINIA</u> Rep: <u>Jody Hawks</u> Email Address: <u>jody@e2coofvirginia.com</u>	<u>120 LOVELANE ST.</u> <u>BLUEFIELD, VA 24605</u>	PHONE <u>276-322-1923</u> TOLL FREE FAX
Company: <u>DCI/Shires</u> Rep: <u>Rob Braun</u> Email Address: <u>Robert.Dedoe@DCIshires.com</u>	<u>PO Box 1259</u> <u>Bluefield, WV 24701</u>	PHONE <u>304-323-1996</u> TOLL FREE FAX <u>304-323-3037</u>
Company: <u>TRIAD ENG.</u> Rep: <u>DONE RYAN</u> Email Address: <u>dryan@triadeng.com</u>	<u>10531 TRAVIS VALLEY RD</u> <u>SCOTT DEPOT, WV</u> <u>25560</u>	PHONE <u>304-755-0721</u> TOLL FREE FAX

REC'D DHHR PURCH FEB 06 2015 10:43 AM

RECEIVED TIME FEB. 19. 10:11AM

SIGN IN SHEET

Page 2 of 2
Date: 2/4/15

Request for Proposal No. HHR 15 00000007 PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Aspen Corp.</u>	<u>2406 Ritter Dr.</u>	PHONE <u>304-763-4573</u>
Rep: <u>Joey Underwood</u>	<u>Daniels rd vs 5552</u>	TOLL FREE
Email Address: <u>junderwood@aspen-landscaping.com</u>		FAX <u>304-763-4591</u>
Company: <u>KEMPA ENVIRONMENTAL SERVICE</u>	108 CRADDOCK WAY, SUITE 5	PHONE <u>(304) 755-0999</u>
Rep: <u>TERRE WILFONG</u>	<u>108 CRADDOCK WAY, SUITE 5</u>	TOLL FREE
Email Address: <u>twilfong@kemtron.com</u>	<u>Poca, WV 25159</u>	FAX <u>(304) 755-0990</u>
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
Company:		FAX
Rep:		PHONE
Email Address:		TOLL
Company:		FREE
Rep:		FAX
Email Address:		PHONE
Company:		TOLL
Rep:		FREE
Email Address:		FAX

RECEIVED TIME FEB. 19. 10:11AM

REC'D DHHR PURCH FEB 06 2015 10:43 AM

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DCI Shires, Inc

Authorized Signature: [Signature] Date: 2/19/2015

State of WV

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 19th day of February, 2015

My Commission expires 10-06-19, 20

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)

