



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 575001

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID:

SO Doc ID: DOT1900000125

Legal Name: NEWLONS INTL SALES LLC

Published Date: 7/12/19

Alias/DBA:

Close Date: 7/25/19

Total Bid: \$0.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 575001

Solicitation Description : ADDENDUM 1 4WD RUBBER TIERED WHEEL LOADER W/BUCKET (7019EC15)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-07-25 13:30:00	SR 0803 ESR07251900000000369	1

VENDOR
000000207254 NEWLONS INTL SALES LLC

Solicitation Number: CRFQ 0803 DOT1900000125

Total Bid : \$0.00 **Response Date:** 2019-07-25 **Response Time:** 13:17:09

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	4WD RUBBER TIRED WHEEL LOADER W/BUCKET	50.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
22101501			

Extended Description : 4WD RUBBER TIRED WHEEL LOADER WITH BUCKET

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	OPTIONAL: LAND CLEARING RAKE	50.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
22101501			

Extended Description : OPTIONAL: LAND CLEARING RAKE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	OPTIONAL: LOG AND LUMBER FORKS	50.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
22101501			

Extended Description : OPTIONAL: LOG AND LUMBER FORKS



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

State of West Virginia
 Request for Quotation
 13 – Equipment

Proc Folder: 575001

Doc Description: 4WD RUBBER TIRED WHEEL LOADER W/BUCKET (7019EC15)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-04	2019-07-25 13:30:00	CRFQ 0803 DOT1900000125	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON
 US

WV 25305

VENDOR

Vendor Name, Address and Telephone Number: Newlons International Sales, LLC
 PO Box 1334 / 16 Ward Rd
 Elkins, WV 26241
 304-636-4561

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Signature X *Beau Newlon*

FEIN # 55-0704897

DATE 7/25/2019

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A FOUR-WHEEL DRIVE RUBBER-TIRED WHEEL LOADER WITH BUCKET PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4WD RUBBER TIRED WHEEL LOADER W/BUCKET	50.00000	EA	\$98,728.00	\$4,936,400.00

Comm Code	Manufacturer	Specification	Model #
22101501	LiuGong	Wheel Loader	835H

Extended Description :
 4WD RUBBER TIRED WHEEL LOADER WITH BUCKET

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	OPTIONAL: LAND CLEARING RAKE	50.00000	EA	\$10,970.63	\$548,531.50

Comm Code	Manufacturer	Specification	Model #
22101501	Rockland	Land Rake	LRC Loader Rake (LRC-30-QC)

Extended Description :
 OPTIONAL: LAND CLEARING RAKE

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	OPTIONAL: LOG AND LUMBER FORKS	50.00000	EA	\$10,227.40	\$511,370.00

Comm Code	Manufacturer	Specification	Model #
22101501	Rockland	Log Forks	LF-W Log Grapple (LFW-30-48-72-QC)

Extended Description :
OPTIONAL: LOG AND LUMBER FORKS

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY PRE-BID MEETING	2019-07-02
2	VENDOR QUESTION DEADLINE	2019-07-09

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Beau Newlon (Manager)

(Name, Title)

Beau Newlon, Manager

(Printed Name and Title)

PO Box 1334 Elkins, WV 26241

(Address)

304-636-4561 / 304-636-7155

(Phone Number) / (Fax Number)

beau@newlonswv.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Newlons International Sales, LLC

(Company)

Beau Newlon Beau Newlon, Manager

(Authorized Signature) (Representative Name, Title)

Beau Newlon, Manager

(Printed Name and Title of Authorized Representative)

7/25/2019

(Date)

304-636-4561 / 304-636-7155

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1900000125

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Newlons International Sales, LLC

Company

Beau Newlon

Authorized Signature

7/25/2019

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
CRFQ DOT1900000125
(Class 353) 4WD Rubber Tired Wheel Loader with Bucket (7019EC15)

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.3 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: Beau Newlon
Telephone Number: 304-636-4561
Fax Number: 304-636-7155
Email Address: beau@newlonsvw.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Newlons International Sales, LLC

Authorized Signature: Beau Newlon Date: 7/25/2019

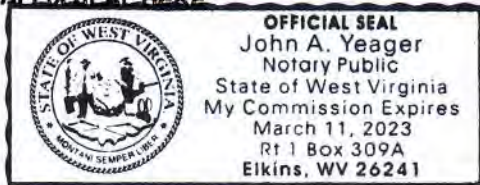
State of West Virginia

County of Randolph, to-wit:

Taken, subscribed, and sworn to before me this 25th day of July, 2019.

My Commission expires March 11, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

John Yeager
Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts
(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Newlons Int'l Sales, LLC **Address:** PO Box 1334
Elkins, WV 26241

Name of Authorized Agent: Beau Newlon **Address:** Same

Contract Number: 304-636-4561 **Contract Description:** Manager

Governmental agency awarding contract: West Virginia Division of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

LiuGong

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Chadwick Newlon

Christopher Newlon

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Beau Newlon

Date Signed: 7/25/2019

Notary Verification

State of West Virginia, County of Randolph:

I, Beau Newlon, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 25th day of July, 2019.

John A. Yeager
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



OFFICIAL SEAL
John A. Yeager
Notary Public
State of West Virginia
My Commission Expires June 8, 2018
March 11, 2023
Rt 1 Box 309A
Elkins, WV 26241



**3 YEAR / 4,000 FULL MACHINE
INCLUSIVE EXTENDED WARRANTY CERTIFICATE
NORTH AMERICA**

The following warranty is an extended warranty by LiuGong Construction Machinery N.A., LLC (LGNA) in respect of equipment ("Equipment") sold by LGNA. This extended comprehensive limited warranty coverage is provided to the end user at no charge for any Dressta or LiuGong Construction Machinery invoiced by LiuGong North America after March 1, 2013 and sold in North America unless listed as non-qualified or a special sales promotion.

LGNA warrants that the stated Dressta and LiuGong products will be free from defects in workmanship and material for a period commencing on the earlier to occur of either (a) the date of the initial delivery registration or (b) the first commercial use of Equipment, and ending on the earlier to occur of either (c) the 36 months of operation, or (d) the 4,000 hours of operation. LGNA or its authorized representative will at LGNA's option, either repair or replace free of charge defective component(s) or part(s) of Equipment. LiuGong XtraCare extended warranty shall reimburse the cost of the parts and reasonable labor time at the agreed labor rate on file at the time of repair with a \$250.00 deductible per claim. Additionally, LiuGong will also reimburse a maximum \$250.00 trip charge per claim for field repairs. All non-covered costs for repairs are the responsibility of the customer. XtraCare Coverage becomes in effect after the standard 1yr/2000 hour and is inclusive in the duration of coverage term. Dealer must register machine for warranty at the time of first commercial use, 150 hours or 18 months from LGNA ship date (whichever occurs first). LiuGong reserves the right to change this offer at any time with 30 days advance notice. This extended coverage does not apply to any severe duty applications including mining, demolition, forestry, and landfill without pre-approval and additional charges. Refer to the XtraCare terms and conditions policy manual for additional information.

Coverage includes all components except the following: lamp bulbs, fuses, gaskets and packing, belts, bucket teeth, filter elements, grease fittings, tires and tubes, brake linings, weather stripping, windows, wiper blades and other consumables or maintenance items, engines when covered by manufacture, cables, doors, door latches, handles, or hinges, horn, mirrors, mirror brackets, muffler, fuel injectors, turbo, paint, radio, seat, seat belt, ground engaging tools, undercarriage components failing as a result of normal wear, wear items such as dry clutch, accumulators, air brake systems and brake discs, Undercarriage components including: track chains, shoes, sprockets, track rollers, top idlers and front idlers are covered up to 2000 working hours. Tracks with low ground pressure or wider than standard shoes will be subject to 50% deduction of necessary parts cost, swamp shoes or self-cleaning shoes are not covered. Loss of time, loss of rental costs, transportation, inconvenience, bodily injury, property damage, or other incidental or consequential damage that results from mechanical breakdown, including loss of use of any equipment or consequential loss of any nature whatsoever, penalties for delay or detention, or in connection with guarantees of performance or efficiency, storage, freight charges, shop supplies, EPA charges, waste disposal charges and taxes. The cost of establishing preventative procedures or the cost of recall by the Manufacturer of the covered equipment or any part thereof nor the cost of alterations, additions, improvements. Additional loss or damage which is occasioned by the contract holder or operator's failure to use all reasonable precautions to protect the equipment from any further loss or damage after a failure has occurred, minor adjustments, and attachments not manufactured by either LGNA or any of its subsidiaries. Engines are warranty by the original manufacture directly. Once the original engine warranty has expired LiuGong will administer the remaining warranty under the terms of the XtraCare extended warranty.

This warranty is extended by LiuGong Construction Machinery N.A., LLC (LGNA) in respect of equipment ("Equipment") sold by LGNA. This coverage is subject to the terms, provisions, conditions, limitations, extensions, exceptions and definitions as per the XtraCare Terms and Conditions policy manual. This warranty applies only if allegedly defective Equipment has been properly operated and maintained. This warranty is exclusive and in lieu of all other warranties (including, without limitation, express or implied warranties of merchantability or fitness for a particular purpose). No employee or representative of LGNA has the authority to either change or extend this warranty, except in writing signed by a corporate officer of LGNA. Claims must be filed within 30 days of repair.

LiuGong Construction Machinery North America LLC
Certificate No. 110514DC

LiuGong Xtra-Care Plus
Power Train & Hydraulic Coverage
TERMS AND CONDITIONS
03/01/2017



**COMPREHENSIVE 5 YEAR / 7000 HOUR
POWER TRAIN & HYDRAULICS WARRANTY COVERAGE**

The following warranty is an extended warranty by LiuGong Construction Machinery N.A., LLC (LGNA) in respect of equipment ("Equipment") sold by LGNA. This extended comprehensive warranty coverage is applicable for specific LiuGong Construction Machinery models, generally classified as the H-Series Wheel Loaders and E-Series Excavators certified for Tier4 Final US EPA Engine Emissions. This coverage is applied for all applicable machines sold from 2017 forward and is part of the original purchase agreement for the machines operating in general construction applications unless listed as non-qualified or a special sales promotion. Power Train & Hydraulic coverage begins following the expiration of Standard Machine and Xtra Care warranty coverage of 3 Year / 4000 Hour Full Machine Warranty. Refer to Xtra Care warranty terms and conditions for details.

LGNA warrants that the stated LiuGong products will be free from defects in workmanship and material for a period commencing on the earlier to occur of either (a) the date of the initial delivery registration or (b) the first commercial use of Equipment, and ending on the earlier to occur of either (c) the duration in months of optional coverage, or (d) the duration in hours of the optional coverage, defined at the warranty contract start date and machine hour meter reading on that start date. LGNA or its authorized representative will at LGNA's option, either repair or replace free of charge defective component(s) or part(s) of Equipment. LiuGong optional extended warranty shall reimburse the cost of the parts and reasonable labor time at the agreed labor rate on file at the time of repair with a \$250.00 deductible per claim. Additionally, LiuGong will also reimburse a maximum \$250.00 trip charge per claim for field repairs. All non-covered costs for repairs are the responsibility of the customer.


LiuGong reserves the right to change this offer at any time with 30 days advance notice. This optional coverage does not apply to any severe duty applications including mining, demolition, forestry, and landfill without pre-approval and additional charges. Refer to the applicable terms and conditions policy manual for additional information.

This warranty is extended by LiuGong Construction Machinery N.A., LLC (LGNA) in respect of equipment ("Equipment") sold by LGNA. This coverage is subject to the terms, provisions, conditions, limitations, extensions, exceptions and definitions as per the XtraCare Terms and Conditions policy manual. No person has the authority to change or to waive any of its provisions. This warranty applies only if allegedly defective Equipment has been properly operated and maintained. This warranty will not apply if the alleged defect is attributable to a modification or repair of Equipment made, or a component part, or attachment supplied, by any person other than LGNA, LG or any of their subsidiaries or the authorized representative of any of the foregoing. This warranty is exclusive and in lieu of all other warranties (including, without limitation, express or implied warranties of merchantability or fitness for a particular purpose). If components or parts of Equipment fail to conform to this warranty, the customer's exclusive remedy and LGNA's and LG's sole responsibility is, at LGNA's option, repair or replacement of such non-conforming components or parts, and LGNA and LG will have no monetary liability whatsoever for any damage, loss, cost or expense (whether general, special, incidental or consequential) suffered or incurred by the customer as a result of or in connection with Equipment. No employee or representative of LGNA has the authority to either change or extend this warranty, except in writing signed by a corporate officer of LGNA. Claims must be filed within 30 days of repair

EXHIBIT A

CRFQ DOT1900000125

4 WHEEL DRIVE RUBBER TIRED LOADER with Bucket

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	One Complete Unit: 4 Wheel Drive Rubber Tired Wheel Loader with Bucket	2020 LiuGong 835H	50	\$98,728.00	\$4,936,400.00
2	Optional: Log and Lumber Forks	Rockland LF-W Log Grapple	50	\$ 10,227.40	\$511,370.00
3	Optional: Land Clearing Rake	Rockland LRC Loader Rake	50	\$ 10,970.63	\$548,531.50
Total Bid Amount					\$5,996,301.50

Vendor Information

Company Name: Newlons International Sales, LLC

Contact Manager: Beau Newlon

Address: PO Box 1334 / 16 Ward Rd Elkins, WV 26241

Phone: 304-636-4561

Fax: 304-636-7155

Email: beau@newlonswv.com

Signature: *Beau Newlon*