



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

State of West Virginia
 Request for Quotation
 09 — Construction

Proc Folder: 633105

Doc Description: Purchase & Installation of Woven Wire Fence

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-07	2019-10-25 13:30:00	CRFQ 1400 AGR2000000010	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

NSJ Energy Services LLC
 356 Market Place Mall, Weston, WV 26452
 304-669-2684

RECEIVED
 2019 OCT 25 AM 11:21
 WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

FEIN #

83-0727351

DATE

10-24-2019

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: NSJ Energy Services LLC
Contractor's License No.: WV- WV057541

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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.

NSJ Energy Services LLC, President

(Name, Title)

Matthew S Jerden, President

(Printed Name and Title)

356 Market Place Mall, Weston, WV 26452

(Address)

304-669-2684 , 304-269-4009

(Phone Number) / (Fax Number)

sjerden87@gmail.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.

NSJ Energy Services LLC

(Company)



President

(Authorized Signature) (Representative Name, Title)

Matthew S Jerden , President

(Printed Name and Title of Authorized Representative)

10-24-2019

(Date)

304-669-2684 , 304-269-4009

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Purchase & Installation of Woven Wire Fence

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1 Removal of all trash and debris generated in performance of this contract. This includes lunch wrappers, discarded soft drink containers, cigarette packages and other debris left by the Vendor's employees.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. 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: Matthew S Jerden

REQUEST FOR QUOTATION
Purchase & Installation of Woven Wire Fence

Telephone Number: 304-669-2684

Fax Number: 304-269-4009

Email Address: sjerden87@gmail.com

REQUEST FOR QUOTATION
Purchase & Installation of Woven Wire Fence

EXHIBIT A

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO
INSTALL WOVEN WIRE FENCE AROUND BEECH ORCHASRD LOCATED AT:**

**US FOREST SERVICE
NORTHERN RESEARCH STATION, WATERSHED & TIMBER
LABORATORY
ROUTE 219 NORTH-NURSEY BOTTOM
P.O. BOX 404 PARSONS, WV 26287 (TUCKER COUNTY)**

BID FORM

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents.

CONTRACT OVERALL TOTAL COST:

Thirty Five Thousand Five Hundred Dollars

(\$ 35,500.00) *** (Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE: Matthew S Jerden **DATE:** 10-24-2019

NAME: Matthew S Jerden
(Please Print)

TITLE: President



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

STATE OF WEST VIRGINIA,

COUNTY OF Lewis, TO-WIT:

I, Matthew S Jerden, after being first duly sworn, depose and state as follows:

- I am an employee of NSJ Energy Services LLC; and,
(Company Name)
- I do hereby attest that NSJ Energy Services LLC
(Company Name)

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

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

Printed Name: Matthew S Jerden

Signature: *Matthew S Jerden*

Title: President

Company Name: NSJ Energy Services LLC

Date: 10-24-19

Taken, subscribed and sworn to before me this 24 day of October, 2019.

By Commission expires August 30, 2020

(Seal)

Christina Herrod
(Notary Public)



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: NSJ Energy Services LLC

Authorized Signature: Matthew A Jordan Date: 10-24-19

State of West Virginia

County of Lewis, to-wit:

Taken, subscribed, and sworn to before me this 24 day of October, 2019.

My Commission expires August 30, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Christina Herrod



Purchasing Affidavit (Revised 01/19/2018)



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Alicia S. Poloka, Chris Heater, Amber B. Heater, Nicholas Carr, Zeb Ritchie, Kelly Blake, Pamela Kelley, Nikki Boatright, jointly or severally

in the City of Weston, State of West Virginia, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 22nd day of March, 2016.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis
Barton W. Davis Vice President

CERTIFICATE

On this 22nd day of March, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this day of , .

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis
Barton W. Davis Vice President



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, NSJ Energy Services, LLC
of Weston, West Virginia, as Principal, and RLI Insurance Company
of Peoria, IL, a corporation organized and existing under the laws of the State of Illinois
with its principal office in the City of Peoria, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of Total 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
Purchase and installation of a woven wire fence around the beech orchard located at the US Forest Service, Northern
Research Station, Watershed and Timber Laboratory, Route 219 North-Nursery Bottom, P.O. Box 404, Parsons, WV
26287 (Tucker County)

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 24th day of October, 2019.

Principal Seal

Matthew S. Jerden
(Name of Principal)

By Matthew S. Jerden
(Must be President, Vice President, or
Duly Authorized Agent)

Member
(Title)

Surety Seal

RLI Insurance Company
(Name of Surety)

Alicia S. Pollock
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.**

- H. As further security, Principal hereby grants to Surety a security interest in, and lien on, all of their equipment, machinery, plant, inventory, insurance policies, vehicles, tools, real property, and materials, as well as sums, claims, causes of action, accounts, accounts receivable, and rights due or to become due in connection with any contract, whether or not bonded by Surety. This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and all similar statutes and a deed of trust or mortgage, as applicable, and may be filed by the Surety without notice to perfect the security interests and liens granted herein. The Surety may add schedules, property descriptions, and other documents to this Agreement as necessary and may sign a copy of this Agreement, or copy thereof, where required for filing as a Financing Statement or to otherwise perfect any interest granted herein.
- I. Principal hereby irrevocably nominates and appoints the Surety and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Principal assigned, transferred, and set over to the Surety in this Agreement. Surety may, in the name of the Principal, or any one or more of them, make, endorse, execute, sign, and deliver any and all additional or other instruments and writings, including, but not limited to, assignments, financing statements, documents, instruments, checks, drafts, deposits, ACH and wire transfer directives, change of address notices, liens and releases thereof, applications, certificates, draw requests, releases, and papers deemed necessary or desirable by Surety, and to collect the proceeds thereof.
- J. A facsimile of this Agreement, including a facsimile signature, shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
- K. Any suit or action to enforce this Agreement must be brought, and all of Principal's obligations are due and payable, in Peoria, Peoria County, Illinois.

Dated: _____ (Month) _____ (Day) _____ (Year)

Company Name (Print): _____ FEIN # _____

Signature X _____
 (Person authorized to sign for the company) Name: _____ Title: _____

CORPORATE ACKNOWLEDGEMENT

State of _____
 County of _____
 On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. _____
 [Signature of Notary]

Individual Indemnitor:

Signature X Matthew S Jerden
 (Indemnitor) Print Name here: MATTHEW S JERDEN
 (Indemnitor) Social Security Number: 234-08-3946

Signature X _____
 (Spouse) Print Name here: _____
 (Spouse) Social Security Number: _____

Individual Indemnitor:

Signature X Tricia A Jerden
 (Indemnitor) Print Name here: Tricia A Jerden
 (Indemnitor) Social Security Number: 236-06-6474

Signature X _____
 (Spouse) Print Name here: _____
 (Spouse) Social Security Number: _____

Individual Indemnitor:

Signature X Nicholas S Jerden
 (Indemnitor) Print Name here: Nicholas S. Jerden
 (Indemnitor) Social Security Number: 234-45-5504

Signature X _____
 (Spouse) Print Name here: _____
 (Spouse) Social Security Number: _____

INDIVIDUAL ACKNOWLEDGEMENT

State of West Virginia
 County of FENNS
 On 10/29/2019 before me, Ryan Ballard Jeffries, personally appeared Matthew S. Jerden, Tricia A. Jerden & Nicholas S. Jerden

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. Ryan Ballard Jeffries
 [Signature of Notary]



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: [REDACTED]

Classification:
GENERAL BUILDING

NSJ ENERGY SERVICES LLC
DBA NSJ ENERGY SERVICES LLC
356 MARKET PLACE MALL
WESTON, WV 26452

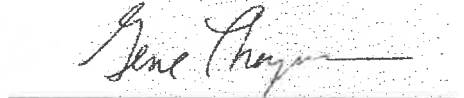
Date Issued

JUNE 19, 2019

Expiration Date

JUNE 19, 2020


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

