



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
COR61361

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DATE PRINTED 07/10/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/02/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA DIVISION OF CORRECTIONS TO PROVIDE GAS AND OIL EXPLORATION SERVICES AT THE HUTTONSVILLE AND LAKIN CORRECTIONAL FACILITIES.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. BID FORMS 3. PURCHASING AFFIDAVIT</p>						
0001	1	LS		962-61-00-001		
OIL AND GAS DEVELOPMENT						
EXHIBIT 5						
<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE APPLICABLE COUNTY, PURSUAN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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<p>TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL</p>						

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<p>LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL</p>						

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<p>INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</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:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A</p>						

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<p>COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<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: JOHN ABBOTT-----</p> <p>REQ. NO.: COR61361-----</p> <p>BID OPENING DATE: 8/2/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ COR61361 ***** TOTAL: _____</p>						

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RFQ No. COR61361– Gas & Oil Exploration

WV Department of Military Affairs and Public Safety and the WV Department of Agriculture, hereinafter referred to as “State”, desire to solicit bids for the purpose of contracting for the services of exploring, drilling, operating, producing and the removing of oil, natural gas, liquid hydrocarbons and extraction of sulphur and other fluids of commercial value on the below described property.

In order to evaluate the bids from potential bidders, hereinafter referred to as “Vendors”, and award oil and gas contracts, all parties responding will submit quotes as follows:

Bonus Payment, Yearly Delay Rental, and Royalty Payments

Oil and Gas royalty payments shall be a minimum industry standard of 1/8th royalty, paid to the State for all oil and gas produced and sold – see bid form for pricing.

Bid summary sheets and deed descriptions are attached to this Request for Quotation for each tract of land contained in this bid. Interested Vendors may submit bids on part or all of the proposed locations. State reserves the right to award in whole or in part.

Term of Contract:

Upon award, an oil and gas Contract will be entered into by State and the successful Vendor. Said term of Contract shall be three (3) years from the date first written and shall continue from year to year thereafter so long as oil and/or gas is produced in paying quantities from the premises hereunder or successful Vendor is engaged in bona fide attempts to secure or restore the production of oil and/or gas by conducting drilling, or reworking operations on the premises hereunder, or engaged in the abandonment or plugging of wells or removal of equipment therefrom.

Bonus and Rental Payments:

Vendor shall bid a one time bonus payment that shall be paid unto State as the first year’s delay rental payment. The bonus payment shall be paid to State upon delivery of the oil and gas Contract to Vendor.

In addition, Vendor shall bid a yearly delay rental that shall be paid to State on the anniversary date of the oil and gas Contract. The first delay rental payment shall commence with the first anniversary of the oil and gas Contract.

Drilling of wells on the contracted premises listed hereunder shall reduce the rental payments. For each well drilled, the reduction in payment will be based on the number of acres attributable to each well drilled, provided the well is a producer. If said wells are drilled on a unit created by a spacing order issued by State or on a unit created by a voluntary unitization agreement entered into with the approval of State, a

well drilled and producing on such unit shall reduce the rental by the amount of acreage utilized from the premises.

Oil Royalty:

Vendor shall bid an amount not less than 1/8th or an amount equal to the maximum royalty rate found within the State of West Virginia, of the field price per barrel (42 U.S. gallons) at 60° F produced and saved from the premises for all oil, condensate and other liquid hydrocarbons of like grade and gravity which prevails in that area on the day such oil and other products or other fluids of commercial value are run into the pipeline or into storage tanks. Said royalty payments shall be paid to State on a monthly basis. Production reports or meter readings shall be submitted to State with payment.

State, at its option, may demand that Vendor deliver to the credit of State, as royalty, free of cost, in the pipeline to which Vendor may connect its wells, its equal part of all oil, condensate and liquid hydrocarbons or other fluids of commercial value produced and saved from the premises.

Vendor shall provide tanks for accurately measuring the crude oil produced from the wells. Positive copies of 100% capacity tank tables or other acceptable standards of measuring production are to be furnished to State. Vendor shall gauge, measure, sample, and test all petroleum and petroleum products in accordance with current standard practices as outlined by American Petroleum Institute Standards, at a temperature base of 60° F.

Gas Royalty:

Vendor shall bid an amount not less than 1/8th or an amount equal to the maximum royalty rate found within the State of West Virginia, for all natural gas, casinghead gas, or other gaseous substances produced and sold or utilized by Vendor at the wellhead from each well drilled and producing on the premises. Said royalties shall be payable to West Virginia Department of Agriculture on a monthly basis at the prevailing market value for natural gas in the area or posted National Gas Policy Act (NGPA) pricing, whichever is higher at the time of delivery. Production reports or meter readings shall be submitted to State with payment.

State, at its option, may demand that Vendor deliver to the credit of State, as royalty, free of cost, in the pipeline to which Vendor may connect its wells, its equal part of all gas and other gaseous substances produced and saved from the premises. State shall also have priority in purchasing additional gas over and above any free gas provided by a Contract and royalty gas to meet the need of state-owned facilities from these wells.

Free Gas:

Vendor must supply 200,000 cubic feet of gas annually to the State. If at any time the gas wells are not producing sufficient quantities of gas to meet the 200,000 cubic feet of

gas requirement, Vendor shall notify the State of any reduction or elimination of the free gas. Vendor shall provide meter statements to substantiate the reduction or elimination. In addition to the free gas provided, Vendor agrees to sell additional quantities of gas to the State. Said price paid by the State to the Vendor for the additional volumes shall be the Henry Hub Index plus \$0.75.

Said free gas and any additional volumes sold to the State shall be delivered in good and marketable condition.

In an effort to maximize the amount of free gas to be provided or receive the additional volumes of gas at a discounted price, State will provide inmate crews for mowing and clearing well sites or routes into the sites, assisting with pipeline construction, to lay pipeline and any other labor intensive work that can be accomplished by inmate crews. In addition, State will provide the required security staff to supervise said inmate crews.

Gas Measurement:

The volumes of gas produced, saved and marketed shall be measured according to Boyle's Law for the measurement of gas under varying pressures with deviations therefrom as provided in Paragraph "e" below, on the measurement basis hereinafter specified and shall be determined as follows:

- a. The unit of volume for the purpose of measurement shall be one cubic foot of gas at a temperature of 60° F and an absolute pressure of 14.73 pounds per square inch.
- b. The average absolute atmospheric pressure shall be assumed to be 14.4 pounds to the square inch, irrespective of actual elevation or location of Point of Delivery above sea level or variations of such atmospheric pressure from time to time.
- c. The temperature of the gas passing the meters shall be determined: (1) by the continuous use of a recording thermometer so installed that it may properly record the temperature of the gas flowing through the meters. The arithmetic average of the temperature recorded each 24-hour day shall be used in computing as volumes; (2) if a recording thermometer is not installed, an average daily Appalachians gas temperature taken from industry standard tables, or if installed and not operating properly, an average flowing temperature of 50° F shall be used in computing the gas volume.
- d. The specific gravity of the gas shall be determined by periodic gas sampling and subsequent laboratory gas analysis, or tests made by the use of a Chandler Engineering Ranarex, Edwards or Acme gravity balance, at intervals of three months, or at such intervals as are found necessary in practice. Specific gravity so determined shall be used in computing gas volumes.
- e. The deviation of the natural gas from Boyle's Law shall be determined by tests at intervals of three months or at such other shorter intervals as are found necessary in practice. The apparatus and the method to be used in making said test shall be in accordance with the recommendations of the National Bureau of Standards of the Department of Commerce, or Report No. 3 of the Gas Measurement

Committee of the American Gas Association, or any amendments thereof, or any mutually agreed upon method. The results of such tests shall be used in computing the volume of gas delivered hereunder.

- f. All gas volumes delivered will be converted to a Dekatherm energy amount and will be dependent upon a gas sample obtained at each delivery point and subsequent laboratory analysis, using GPA 2145 or equal, by a total gross dry British Thermal Unit (Btu) per cubic foot basis such that total energy value is included in the royalty. As new production wells are added, re-sampling of the gas is required at that time.

Operations:

Vendor shall conduct all operations under this Contract with due diligence and in a good and workmanlike manner, in accordance with the best and most current oil and gas field practices.

Vendor shall comply with all state and federal policies, procedures, rules and regulations, including, but not limited to, West Virginia Division of Environmental Protection and West Virginia Department of Mines. No activities shall commence until Vendor has secured all necessary permits from federal, state and local agencies. Vendor will submit its proposed plan to State for approval prior to commencement of any activity.

Restrictions:

The premises listed below are continuously used for agriculture and forestry activities. Vendor agrees to conduct its operations so as to minimize interference with these activities. In addition, Vendor shall obtain needed clearance to enter any section of the premises that contains a correctional facility. No security fences, gates, etc. shall be removed, opened, etc. without prior consent from the Warden or designee at the prison located on the premises.

Vendor shall also comply with the following:

- a. No drilling is permitted within 200 feet of any building
- b. No drilling is permitted within 100 feet of any stream or body of water.
- c. No drilling is permitted within 300 feet of any trail, road or existing right of way.
- d. No drilling is permitted within 100 feet of any area of historic value, tree plantation or cemetery.
- e. All pipes will be buried in ground to acceptable depths unless otherwise mutually agreed upon.

Upon written request by Vendor citing reasons they are unable to comply with any of these restrictions or portions of the restrictions, State may grant a waiver if it is deemed justified and is in the State's best interest.

Development:

Vendor agrees to drill such wells as any reasonably prudent operator would drill under the same or similar circumstances and after discovery of oil or gas on the premises, to develop and produce from the described premises efficiently, economically, without waste and to the best advantage of State.

Well spacing shall not be closer than one well per 40 acres or 1,500 feet completed in or drilling to the projected completion formation of a new well; should closer spacing be required, written approval must be obtained from State.

Unitization:

Vendor shall have the right at any time to pool and consolidate this Contract, in whole or in part, or as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of this Contract, so as to constitute a unit or units for the purpose of entering, with the owners and/or Vendors, into joint operating agreements providing for the joint operation and development of the premises or portions thereof with adjoining lands to prevent the drilling of an excessive number of wells or of wells located too close to the boundary of the premises; provided, however, that such agreement and termination thereof shall not become valid unless and until the same shall have been approved in writing by State; provided further, however, that if such joint operating agreements or unitization agreements are entered into pursuant to a valid spacing or integration order, the approval of State shall not be required.

Drilling, reworking operations or production of oil and gas from any part of any such unit shall be treated, for all purposes hereunder, as operations upon production from the premises.

Upon production from any part of any such unit, State shall be entitled to and Vendor shall pay royalties calculated as follows: there shall be allocated to the portion of this Contract included in said unit a fractional part of such production on the basis the ratio of the acres from the Contract premises included in such unit bear to the total number of acres included in the unitized area and State shall be entitled to the royalties provided for in this Contract on such fractional part of such production. Or, if a method of allocation is prescribed for state or federal authorities, this method shall prevail.

Seismic Surveys:

Vendor, its agents, contractors, subcontractors and employees of contractors and subcontractors shall have the right to conduct seismic surveys over and across the premises. Prior to conducting any seismic work, Vendor shall submit to State for approval a map showing the location of each seismic line. If Vendor's seismic lines cross lands not under Contract to Vendor, Vendor must obtain the customary Seismic Survey

Permit from the owner of the land. The bond shall be conditioned in favor of the State of West Virginia for all damages that may arise as a result of said seismic surveys.

Pipelines:

Vendor is herewith granted the right to lay any necessary pipelines to wells under the premises or wells contained in any unitized areas; however, a route map for each line shall be submitted to State for its approval as to location prior to the laying of that line. It shall be the responsibility of the Vendor to obtain any required Rights of Way agreements from other landowners.

Drilling:

Vendor shall submit to State for its approval as to location a plat showing the location of each well before drilling is commenced and no well shall be commenced until all required permits are issued by federal, state and local authorities.

Whenever an inspection shows that the casing or control equipment at a well is not adequate, State may prescribe remedial measures which shall be complied with before any further drilling.

Drilling mud of sufficient weight to prevent oil, gas or water blowouts, or flows to the surface, shall be mixed and ready to use in wells prior to drilling any reservoir deemed by State to be capable of flowing liquid or gas to the surface.

All casing, tubing and equipment used in the drilling and completion of a well should be in good condition and adequate in strength for the depth to be drilled and the pressures that may be encountered.

Vendor shall use a casing program which complies with oil and gas statutes and rules and regulations of the State of West Virginia, which prevents the escape of oil, gas or water out of one stratum into another, the pollution of fresh water supplies and blowouts.

The surface casing shall extend from the surface to a depth below all fresh water zones known to exist in the field and adjacent area to protect them from contamination.

The production casing shall be of new or reconditioned seamless pipe of a grade and weight designed to withstand the greater of the following pressures to which the casing is planned to be stressed:

- I. The maximum anticipated rock pressure at any point in the casing string shall not stress the casing in the yield greater than 75% of the API specified internal yield pressure of the pipe at minimum yield as shown in API Bulletin 5-C-2, as amended.

- II. If the well is to be fractured, the casing shall be designated so that the fracture pressure anticipated at any point in the casing does not exceed the API specified internal yield pressure of the casing at minimum yield as shown in API Bulletin 5-C-2, as amended.

After cementing and before perforating or drilling-in, the casing shall be tested by pump pressure at the wellhead to a pressure 20% greater than the anticipated maximum wellhead pressure. If at the end of 30 minutes, pressure shows a drop of 50 pounds per square inch or more, the casing shall be repaired sufficiently to withstand the pressure test described herein. After the corrective operation, the casing shall again be tested in the same manner.

All surface casing and production casing shall be cemented in the ground with good quality cement equaling or exceeding API specification in the manner hereinafter described.

Cementing of all casing strings shall be accomplished by pump and plug or another method approved by industry standards.

An attempt shall be made to circulate the cement to the surface in cementing the surface casing. In the event that the cement cannot be circulated to the surface due to the presence of fractures or other lost circulation zones, Vendor shall determine as accurately as possible the depth of the top of the cement in the annular space behind the casing and record it on the well record.

In wells where cement has not been circulated to the surface, there must be sufficient quality cement in place in the annular space behind the casing to tightly hold the casing in place so that the escape of oil, gas, or water from one stratum to another or to the surface does not occur behind the casing.

Cement shall be allowed to stand a minimum of 24 hours before drilling the plug or initiating tests. The waiting period for cement to harden may be reduced from 24 hours upon approval by State.

Vendor, its agents, contractors, subcontractors, and employees of contractors and subcontractors shall not allow the well to blow open, except in case of emergency over 24 hours after drilling-in. Vendor will pay State at the regular royalty rate for any gas allowed to escape, except in case of an emergency not caused by Vendor's operations after this initial 24-hour period. Such gas will be estimated by a method approved in advance by State.

After an initial open flow test has been taken, all future determinations of open flow potential shall be made by the United State Bureau of Mines, Back-Pressure Test Method (USBM-Monograph 7) or by other methods standard to the industry and approved by State calculated from flow into a pipeline.

The determination of the initial open flow of a well, as that phrase is used in this Contract, shall be made before any attempts are undertaken to increase the flow of such well through mechanical or chemical stimulation.

At least every six months, Vendor will determine the open flow potential of each producing well as required in the above section and will also take a 24-hour reservoir pressure test and will furnish State a copy of the results of all such tests. State may, at the request of Vendor, waive in writing all or parts of this requirement if during any calendar year production averages less than sixty Mcf per day and/or the semiannual 24-hour pressure tests show reservoir pressures to be less than 100 psi.

Vendor shall at all times conduct prudent drilling operations, including the setting and cementing of casing and use of centralizers in such a manner as will permit the production of oil, gas and liquid hydrocarbons, without waste and including the taking of all reasonable precaution by the use of proper equipment and drilling practices as will protect persons and property against fires and hazards from blowouts.

It is agreed that Vendor shall have the privilege of using sufficient water and gas from the premises, free of royalty, to run all machinery necessary for drilling thereon.

Vendor shall take all safety precautions necessary to prevent the uncontrolled escape of hydrogen sulfide gas from oil and gas wells and facilities.

All well sites must be reclaimed and reseeded within 120 days of well location establishment.

Repair of Equipment:

Vendor shall agree that it will, at all time, during the continuance and delivery of oil, gas and liquid hydrocarbons, to the market, keep, maintain, and repair its pipelines and equipment to the end that there shall be no leaks or waste of oil, gas and liquid hydrocarbons or other fluids of commercial value.

Termination:

Vendor may at any time, or from time to time, surrender this Contract or any portion thereof if Vendor is not then in default of any obligations under this Contract; provided, however, that such surrender must be evidenced by written notice delivered to State thirty days prior to the effective date thereof, and that Vendor has performed all commitments with which Vendor is charged to the effective date of surrender. It is also agreed that any amount paid as an advance bonus or land rental, previous to the effective date of surrender, shall be deemed liquidated damages due State and shall be in no way prorated or subject to claim by Vendor or return to Vendor. The "First Well" provision shall be regarded or construed as a commitment or obligation under this paragraph. In the event that producing wells are to be retained, Vendor shall be entitled to retain that drainage acreage attributable to each well as hereinbefore provided. Vendor shall deliver

to State a release or releases in duly recordable form approved by State. Vendor shall be relieved of all obligations thereafter accruing as to acreage surrendered and any rental thereafter coming due shall be reduced in the same proportion that the acreage covered hereby is reduced; provided, however, that Vendor shall not be relieved of any obligation which accrues prior to such surrender even if the result caused by Vendor's performance or failure of performance of an obligation or covenant does not manifest itself until after the date of surrender.

If Vendor shall fail or refuse to make any rental payment or royalty due under the terms of this Contract within thirty days after demand in writing by State, or if Vendor shall violate, or fail to perform any of the covenants or provisions of this Contract, State shall be the right to terminate the Contract and/or enter the court system to secure monies due and owing to State.

Plugging:

Vendor shall properly and effectively plug all wells on the premises before abandoning in accordance with the laws of the State of West Virginia. In addition to the above requirement, a permanent marker of concrete or any other marker approved by State shall be erected over the well. The marker shall extend from ten feet below the surface to at least two feet above the surface. The name of the person, firm, company or corporation by whom the well was drilled and the well number shall be stamped, cast, or otherwise permanently made a part of the marker. The erection of the marker shall in no way interfere with the vent pipe if one is required. Failure to comply with the above plugging requirements will be reason for cancellation of this Contract and the posted bond, hereinafter described, will be forfeited in order that State may properly plug the well(s).

Abandonment and Storage Rights:

In the event the development of this property demonstrates, in the opinion of State and/or Vendor, that this tract has potential value as a gas storage reservoir (no storage rights are demised to the Vendor under the terms of this Contract), the well, equipment, property, and casing involved shall first be offered to State, its nominees or assignees, at a fair market value of those items before any well shall be plugged. Such offer shall be made in writing to State at least 30 days prior to the commencement of removal of the equipment from the well by Vendor.

Indemnity:

If Vendor shall at all times hereinafter indemnify and save and hold harmless State from and against all detriment, damage, loss, claims, demands, suits, and expenses, or other claims of any kind whatsoever which State may sustain, suffer, or be subject to directly or indirectly by reason of location, obstruction, presence, maintenance, renewal or removal of the operations permitted by this Contract or resulting therefrom.

Bond:

Vendor shall provide to State a surety or performance bond with satisfactory corporate surety in the principal sum of \$100,000.00, with a judgment clause, conditioned on the faithful performance of the covenants of this Contract. If Vendor fails to remove its equipment or machinery and properly abandon all wells upon termination of this Contract, State can execute upon the bond and pay for the cost of removal and conduct proper abandonment of the well(s). In the event that more than three wells are drilled, an additional bond of \$50,000 per well will be provided to State.

Assignments:

Vendor shall not use or allow to be used, the premises for any other purpose than authorized by this instrument and shall not assign or sublet the premises in whole or in part without prior written consent from State.

Limitation on Warranty:

The State of West Virginia, Department of Agriculture and Military Affairs & Public Safety, are considered to be the owners of the oil and gas rights underneath the premises, but make no warranty as to the presence of oil and gas, nor as to its ownership thereof.

Force Majeure:

This Contract shall not be terminated, in whole or in part, nor shall Vendor be held liable for damages for failure to comply with express or implied covenants hereof if compliance, therewith, is prevented by or if such failure is the result of any federal or state laws, executive orders, rules or regulations whether valid or invalid. If at the end of the primary term hereof, such term has not been extended by production or drilling as in this Contract and Vendor by reason of any of the above recited causes is unable to drill a well on the premises for oil and gas, the primary terms and rental provision, shall be extended automatically from year to year for a period not to exceed five additional years unless further extension is approved by State so long as Vendor meets all requirements for payments of money and other obligations to State; provided, however, upon removal of such delaying cause, Vendor must commence operations within six months after such removal. During any period that Vendor is unable to produce and/or market any products from the premises by reason of any of the above mentioned causes; this Contract shall remain in full force and effect.

Recording:

Within 30 days of execution of this Contract, Vendor shall record said Contract in the county in which the premises lie.

Liability:

Vendor shall be solely liable and responsible for any pollution and contamination or other damages to any portion of the environment in or adjacent to the premises which occurs as a result or consequence of Vendor's activities on the premises, irrespective of whether or not such pollution, contamination or damage be due to negligence or to the inherent nature of Vendor's operations, unless an independent intervening cause be found to be the sole proximate cause or pollution, contamination or damage.

Reserved Rights:

State reserves the right to use the premises in any and all respects not specifically limited by the terms of this Contract.

State reserves all minerals within the premises other than oil, gas and liquid hydrocarbons or other fluids of commercial value and shall have the right to contract or otherwise enter into agreements regarding those mineral rights with third parties insofar as State is otherwise legally entitled to do the same, subject to the rights granted to Vendor under this Contract.

State reserves the right to approve in writing all plans for the construction upon the Contract premises of structures, rigs, machinery, communication facilities, roadways, well locations, pipelines, equipment and for drilling of wells. Vendor shall submit detailed written plans to State for approval 30 days prior to the commencement of activity on the premises.

The surface rights of State shall be considered dominant and the oil and gas rights of Vendor secondary. Any dispute between the parties hereto concerning surface use shall be resolved in favor of the interests of the public.

Safety and Conservation:

Vendor shall construct a fence around all potentially dangerous surface structures or equipment to prevent public or livestock access. State shall have the discretion to order such fencing where safety to the public or livestock is deemed necessary. All equipment which is unguarded and unfenced shall be posted with hazard warning signs.

Vendor shall not destroy, disturb, mar, collect, remove or alter any prehistoric or historic resources of any kind on state lands. These resources include, but are not limited to, all artifacts of stone, wood, metal, pictographs, structures and bones.

Any roads constructed by Vendor shall contain gravel clause to prevent erosion and be approved by State. In addition, road locations must be approved by State prior to construction.

“Huttonsville Property” – Bid Form

Randolph County, West Virginia
 Total Acreage – 2,843.57, more or less

Deed References:

- Deed Book 146, Pages 437, 438, 453, 467, 482
- Deed Book 147, Pages 398-399
- Deed Book 148, Pages 79, 98, 112, 297-298
- Deed Book 149, Page 107
- Deed Book 172, Pages 226-228
- Deed Book 182, Pages 571-573

Vendor’s Quote:			
Bonus Payment	-	\$ _____/per acre x 2,844 acres =	\$ _____
Yearly Delay Rental	-	\$ _____/per acre x 2,844 acres =	\$ _____
Oil Royalty Payment	-	_____ % of Barrel x \$70.00 =	\$ _____
Gas Royalty Payment	-	_____ % of 1,000 MCF X \$6.59 =	\$ _____
Total Bid			\$ _____

NOTES:

1. Vendor shall bid at least the minimum oil and gas industry standard 1/8th royalty to the State for all oil and gas produced and sold.
2. The quantities specified (1,000 Mcf) for gas royalties are being used for bid evaluation purposes only. The State shall be entitled to royalties on all volumes produced and sold. For evaluation purposes only, the estimated average wellhead price (\$6.59) for March 2007 is being used as a calculation factor to arrive at a total value. The source for the average price is from the Natural Gas Weekly, Energy Information Administration, Office of Oil and Gas.
3. The \$70.00 amount listed above for oil royalty payments is being used for bid evaluation purposes only. The State shall be entitled to its percentage of the actual sales price.

“Lakin Property” – Bid Form

Mason County, West Virginia
Total Acreage – 1,259.07 acres, more or less

Deed References: (Copies of Deeds attached to Addendum)

- Deed Book 259, Page 62
- Deed Book 259, Page 65
- Deed Book 259, Page 68
- Deed Book 259, Page 70
- Deed Book 259, Page 73
- Deed Book 259, Page 75
- Deed Book 259, Page 77
- Deed Book 259, Page 81
- Deed Book 259, Page 83

Vendor’s Quote:	
Bonus Payment	- \$ _____ /per acre x 1,259.07 acres = \$ _____
Yearly Delay Rental	- \$ _____ /per acre x 1,259.07 acres = \$ _____
Free Gas/Per Well	- _____ /annual MCF x \$6.59 = \$ _____
Oil Royalty Payment	- _____ % of per barrel x \$70.00 = \$ _____
Gas Royalty Payment	- _____ % of 1,000 MCF X \$6.59 = \$ _____
Total Bid	\$ _____

NOTES:

1. Vendor shall bid at least the minimum oil and gas industry standard 1/8th royalty to the State for all oil and gas produced and sold.
2. The quantities specified (1,000 Mcf) for gas royalties are being used for bid evaluation purposes only. The State shall be entitled to royalties on all volumes produced and sold. For evaluation purposes only, the estimated average wellhead price (\$6.59) for March 2007 is being used as a calculation factor to arrive at a total value. The source for the average price is from the Natural Gas Weekly, Energy Information Administration, Office of Oil and Gas.
3. The \$70.00 amount listed above for oil royalty payments is being used for bid evaluation purposes only. The State shall be entitled to its percentage of the actual sales price.

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 owned 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 exceed 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.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____