



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
DEP14769

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2009				

BID OPENING DATE: 09/24/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
SOUTHERN MAINTENANCE RECLAMATION CONTRACT  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS AND RECLAMATION, IS SEEKING BIDS FROM QUALIFIED VENDOR'S TO PROVIDE RECLAMATION MAINTENANCE SERVICES FOR ABANDONED MINE LAND PROJECTS IN SOUTHERN COUNTIES OF WEST VIRGINIA. MAINTENANCE MAY BE REQUIRED UPON THE COMPLETION OF A RECLAMATION PROJECT, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE.  MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$25,000.00 PER PROJECT.  A QUESTION/ANSWER PERIOD HAS BEEN ESTABLISHED WITH CUT-OFF FOR QUESTIONS AT 5:00 PM FRIDAY, SEPTEMBER 11, 2009. ALL QUESTIONS ARE TO BE SUBMITTED IN WRITING TO THE BUYER, CHUCK BOWMAN, PRIOR TO THE CUT-OFF TIME. ALL QUESTIONS RECEIVED WILL BE ANSWERED IN ADDENDUM FORMAT. QUESTIONS MAY BE SUBMITTED VIA FAX TO 304.558.4115, BY E-MAIL TO: CHARLES.A.BOWMANJR@WV.GOV OR BY MAIL TO THE ADDRESS NOTED ABOVE.  SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE PROJECT SITE.  EXHIBIT 3						

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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME</p>						

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<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR</p>						

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				<p>A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION,</p>		

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<p>ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL 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 FOR 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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR WV SOUTHERN COUNTIES, PURSUANT 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</p>						

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<p>A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>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>BID BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH THE BID. 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, PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LEIU OF THE BID BOND.</p> <p>LIQUIDATED DAMAGES: ACCORDING RO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAMGES SHALL BE IMPOSED AT THE RATE OF \$100 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE OF THE CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR DEP'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR DEP MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAMGES AGAINST THE VENDOR.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP14769</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M</p>						

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				PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1 .....		
				NO. 2 .....		
				NO. 3 .....		
				NO. 4 .....		
				NO. 5 .....		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.		
				VENDOR MUST CLEARLY 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.		
				.....	SIGNATURE	
				.....	COMPANY	
				.....	DATE	
				REV. 11/96		
				NOTICE		

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<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> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14769</p> <p>BID OPENING DATE: 09/24/2009</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>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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## CONTRACTURAL INFORMATION & REQUIREMENTS

### Article 1 – Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

### Article 2 – Location of Work – South

The area of work shall include the Southern Counties of West Virginia. The counties listed below are the coal producing counties.

- |               |              |
|---------------|--------------|
| 1. Webster    | 11. Cabell   |
| 2. Putnam     | 12. Kanawha  |
| 3. Clay       | 13. Nicholas |
| 4. Greenbrier | 14. Fayette  |
| 5. Summers    | 15. Mercer   |
| 6. Raleigh    | 16. Wyoming  |
| 7. McDowell   | 17. Mingo    |
| 8. Logan      | 18. Boone    |
| 9. Lincoln    | 19. Wayne    |
| 10. Roane     | 20. Mason    |

### Article 3 – Definitions

- A. The words “Owner”, “The State”, “DEP” or “Office of Abandoned Mine Lands & Reclamation (AML&R)” are used herein to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation.
- B. The word “offeror” refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word “Contract” is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word “Contractor” refers to the person or company contracting with the State to furnish the “services” called for by the contract.
- E. The words “services” or “work” is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, West Virginia Department of Environmental Protection and shall be considered to be the State's authorized representative.

#### Article 4 – Ordering Procedures

- A. This is an open-end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract. Work shall be commenced within seven (7) days of issuance of the notice to proceed.
- B. Work will be ordered by the Assistant Director or his representative, for the Office of Abandoned Mine Lands & Reclamation, West Virginia Department of Environmental Protection by issuance of a notice to proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate. No work shall be performed until a notice to proceed has been issued by the State.

#### Article 5 – Delivery

- A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.
- B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.
- C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

#### Article 6 – General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety regulations pertinent to the work.

#### Article 7 – Costs and Payments

- A. Payment to the contract will be made on the following basis:
1. Unit Pricing
    - Item – As directed by the State in specific notice to proceed.
    - Quantity – As agreed to prior to issuing a Notice to Proceed.  
The quantity of hours shall be the actual hours the equipment is operated on the project.
    - Unit Price - As provided by the Offeror in the proposal.
- B. The contractor shall invoice the division after completion of work specified in the notice to proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show the quantities and unit prices approved in the cost estimate for the notice to proceed. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate.

#### Article 8 – Changes in the Contract

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
- 1) By mutual acceptance of a lump sum properly documented (itemized)
  - 2) By unit prices (negotiated)

- \* The quantities are applied for bidding purposes only; actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
- \*<sub>1</sub> Trucks are for on site haulage only. No payment will be made for truck hours used hauling materials to the site. Delivery costs should be included in the unit cost associated with the materials.
- \*<sub>2</sub> The sewer cleaning truck shall be capable of delivering 55 GPM at 2000 PSI. The truck shall have a minimum of 500 feet of one inch I.D. hose capable of operating at 2000 PSI with a burst pressure of 5000 pounds.
- \*\* This item is intended for mobilization and demobilization of equipment only; all other costs will be incidental to the other items.
- \*\*\* Straw mulch unit rate shall also include the application of 100 gallons/acre of asphalt emulsion or equal, to anchor the mulch.
- \*\*\*<sub>1</sub> Limestone sand shall be 97% CaCO<sub>3</sub> 16 Mesh Limestone (Glass Factory Limestone) 0% shall be retained on No. 12 Mesh screen 20% maximum retained on No. 20 mesh screen and 20% maximum passing a No. 170 mesh screen. Price shall include delivery to the site.
- \*\*\*\* Soil Analysis Testing shall be performed by a qualified West Virginia Lab.
- \*\*\*\*\* Laborer item for handwork only. The minimum of \$25.00 is all that is acceptable. Note: Certified payroll submittal for each worker must reflect prevailing wage rate for that classification as per the specific county of the affected project.
- \*\*\*\*\* The vacuum truck shall be capable of providing 420 cfm of suction and have a pressure discharge. Tank capacity shall be at least 1500 gallons.
- \*\*\*\*\* The small jetter shall be capable of delivering 4 GPM at 3000 psi.

An equipment list shall be submitted and approved prior to any work taking place. All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor – The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

Certified Payrolls will be submitted to the WVDEP on each work directive.

**GABIONS:** Gabion shall consist of double-twisted wire mesh manufactured from zinc-coated steel wire conforming to ASTM A 641 Class 3 coating, soft temper, which is zinc-coated before double twisted into mesh. Tensile strength of wire used for double twisted mesh, lacing wire and stiffeners

when tested in accordance with ASTM A 370 shall be in accordance with the requirements of ASTM A 641, A 809 and A 856/A 856M for soft temper wire. The tensile strength of zinc-coated steel wire used for fasteners shall be in accordance with the requirements for ASTM A 764, Type A, B or C Table 2 or 3. The bid per each of gabion shall include the basket and all related materials, gabion rock, and labor to install the gabions.

**PERMANENT FENCING:** Permanent fencing shall consist of metal posts. Posts shall be a minimum of five feet in height. Non-electric fence shall use five (5) strands of barbed wire anchored to metal posts set fifteen (15) foot on centers. Price per foot shall include cost of materials and labor.

**CONCRETE MINE SEAL BOX:** The cost will include the manufacturing and delivery of the mine box to the job site.

**STRUCTURAL CONCRETE:** The cost per cubic yard shall include all labor costs for forming and all concrete mason costs for finishing the concrete.

**ASPHALT:** The asphalt shall conform to the general requirements of Section 401 of the VDOT-DOH Standard Specifications – Roads and Bridges. The asphalt to be used is “Wearing 1”.

**MINI EXCAVATOR:** Mini excavator shall include rubber tracks and dirt blade. The hourly rate shall include the equipment and operator.

**EQUIPMENT HOURLY RATES:** All equipment hourly rates shall include the operator rates that apply to that piece of equipment. The only exception to this will be hand held equipment, which will be for the rate of the equipment only (chainsaw, weed eater, etc.).

**CONCRETE MINE SEAL BOX:** See attached drawing.





# SOUTHERN MAINTENANCE

DEP#14769

Contractor's Bid Sheet

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**		
2	100	hour	D-3 Caterpillar Dozer or equal		
3	100	hour	D-6 Caterpillar Dozer or equal		
4	100	hour	John Deere 510 Backhoe/Loader or equal		
5	100	hour	215 Caterpillar Excavator/Backhoe or equal		
6	20	hour	Cat 303 mini excavator or equal		
7	20	hour	Skid Steerer (Bobcat) or equal		
8	70	hour	Tandem Dump Truck (10 cy capacity)*1		
9	20	hour	Single Axle Dump (10 ton capacity)		
10	50	hour	Sewer Cleaning Truck*2		
11	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)		
12	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil ( <i>Substitute 15 lbs. Crown Vetch in steep or slide prone areas</i> ))		
13	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merlon Bluegrass - .20 lb. Annual Rye*( <i>use annual rye only in mixtures seeded after August 1 and before May 15</i> ).		
14	100	ton	Agriculture Lime		
15	20	ton	Fertilizer 10-20-10		
16	20	ton	Straw Mulch***		
17	500	lineal feet	Straw Bales		
18	10	ton	Wood Cellulose Fiber Mulch		
19	200	ton	Limestone Sand*** <sub>1</sub>		
20	200	ton	18" RipRap (Sandstone or Limestone)		
21	200	ton	#57 River Gravel/Sandstone		
22	200	ton	1-1/2" Crusher Run Stone		
23	200	linear foot	8" ADS Pipe (Perforated or Solid)		
24	200	linear foot	8" SDR 35 PVC Pipe		
25	100	linear foot	12" SDR 35 PVC Pipe		
26	100	linear foot	15" SDR 35 PVC Pipe		
27	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal		
28	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal		
29	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal		
30	200	linear foot	Temporary Pipe		

**SOUTHERN MAINTENANCE**

**DEP#14769**

**Contractor's Bid Sheet - Continuation Page 2**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
31	200	square yard	Filter Fabric - Dupont Typar 3401 or equal		
32	100	linear foot	Permanent Fencing		
33	3	each	Access Gate - 16 foot heavy guage round tubular farm gate		
34	6	linear height	Type "A" Manhole - <i>As per DOH Standard Detail Ref Sheet DR7-A.</i>		
35	3	each	Type "G" Drop Inlet with grate - <i>As per DOH Standard Detail Ref Sheet DR6-G.</i>		
36	5	each	8" SDR 35 PVC Pipe Clean-out		
37	5	each	12" SDR 35 PVC Pipe Clean-out		
38	50	hour	Vaccuum Truck*****		
39	10	each	Gabions (3'x3'x6' zinc-coated basket)		
40	1	each	Concrete Mine Seal Box		
41	10	cubic yard	3000 psi Structural Concrete		
42	10	bag	Soda Ash Briquette 50# bags		
43	20	hour	2" Water Pump		
44	20	hour	6" Water Pump		
45	40	hour	Small Jetter*****		
46	20	hour	Chain Saw (20" bar)		
47	20	hour	Weed Eater with Brush Blade		
48	5	gallon	Roundup Vegetation Killer		
49	50	square yard	Asphalt Wearing Course Material		
50	20	hour	Hydraulic Excavator Hammer (4000#)		
51	20	hour	Laborer I*****		
52	20	hour	Laborer II*****		
53	20	hour	Laborer III*****		
54			<b>SOIL ANALYSIS TESTING****</b>		
54A	5	each	Acid Base Count		
54B	10	each	Nutrients		
54C	10	each	pH (field)		
54D	10	each	pH (lab)		
			<b>TOTAL</b>		

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)

2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

OMB #1029-0119  
Expiration Date: 01/31/2010

### AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

#### Part A: General Information

Contractor Name: \_\_\_\_\_ Tax Payer ID No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_ E-mail address: \_\_\_\_\_

#### Part B: Legal Structure

- Corporation       Sole Proprietorship       Partnership       LLC  
 Other (please specify)

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.

I, \_\_\_\_\_, have the express authority to certify that:  
(print name)

Information on the attached Entity OFT from AVS is accurate, complete, and upto-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.

Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.

Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

Date

Signature

Title

#### IMPORTANT!

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from [www.avs.osmre.gov](http://www.avs.osmre.gov) on the Internet.

Part D.

Contractor Name:

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 \_\_\_\_\_ % of Ownership Begin Date: \_\_\_\_\_  
 Ending Date: \_\_\_\_\_

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 \_\_\_\_\_ % of Ownership Begin Date: \_\_\_\_\_  
 \_\_\_\_\_ Ending Date: \_\_\_\_\_

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 \_\_\_\_\_ % of Ownership \_\_\_\_\_  
 Begin Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 \_\_\_\_\_ % of Ownership Begin Date: \_\_\_\_\_  
 \_\_\_\_\_ Ending Date: \_\_\_\_\_

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20240.

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

**BID BOND PREPARATION INSTRUCTIONS**

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E), as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G), \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) 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 \_\_\_\_\_

\_\_\_\_\_ (M)

**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 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 time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal

(R)

\_\_\_\_\_ (Q)  
(Name of Principal)  
By \_\_\_\_\_ (S)  
(Must be President or Vice President)  
\_\_\_\_\_ (T)  
Title

(U)  
Surety Corporate Seal

\_\_\_\_\_ (V)  
(Name of Surety)

\_\_\_\_\_ (W)  
Attorney-in-Fact

**IMPORTANT** – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.