



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:
DEP13757

PAGE:
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Carpenter Reclamation
 P.O. Box 13015
 Sissonville, WV 25360

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2007				

BID OPENING DATE: 02/13/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-86	\$ 7.47	
<p>LEACHATE HAULING PER 100 GAL.</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO ENTER INTO AN OPEN END CONTRACT TO HAUL LEACHATE FROM THE JACKSON CO LANDFILL TO THE SISSONVILLE PSD WASTEWATER TREATMENT PLANT. THE CONTRACTOR WILL BE RESPONSIBLE TO PUMPING, HAULING, AND DELIVERING THE LEACHATE FROM THE LANDFILL TO THE WATER TREATMENT PLANT. EACH LOAD WILL BE SAMPLED AT THE WATER TREATMENT PLANT, A COMPOSITE SAMPLE CREATED, AND THE SAMPLES ANALYZED PER THE ATTACHED SPECIFICATIONS, TERMS & CONDITIONS, AND SCOPE OF WORK.</p> <p>MANDATORY ON-SITE PRE-BID WILL BE HELD 01/24/2007, AT 10:00 AM. FAILURE TO ATTEND WILL RESULT IN DISQUALIFICATION OF VENDOR'S BID.</p> <p>PLEASE ENTER COST IN THE SPACE BELOW:</p> <p>HAUL AND TREAT LEACHATE PER 100 GALLONS: \$- ^{KC} 7.47</p> <p>***PLEASE REVIEW ADDITIONAL SPECIFICATIONS AND TABLES AS ATTACHED.***</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Kelly Carpenter</i>	9841115	2/13/07
TITLE	FIRM	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	550693493	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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
Charleston, WV 25305-0130



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<p>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) SUCCESSIVE 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 WITH 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 OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF</p>						

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<p>COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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. 9/98</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 VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) FOR PREVAILING WAGE RATES PLEASE REFER TO: HTTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING05.HTM FOR QUESTIONS OR ASSISTANCE IN DETERMINING THE CORRECT PREVAILING WAGE RATES, CALL 304.558.7890, DIVISION OF LABOR.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD</p>						

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<p>MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR</p>						

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<p>(4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(<input checked="" type="checkbox"/>) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(<input checked="" type="checkbox"/>) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY</p>						

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				<p>WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Carpenter Reclamation</i></p> <p>DATE: <i>2/13/07</i></p> <p>SIGNED: <i>Kelly Carpenter</i></p>		

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				TITLE: <i>President</i>		
<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, 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>BID MUST 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.: DEP13757</p> <p>BID OPENING DATE: 02/13/2007</p> <p>BID OPENING TIME: 1:30 PM</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center;"><i>304 984 2770</i></p> <hr/> CONTACT PERSON (PLEASE PRINT CLEARLY): <p style="text-align: center;"><i>RANDY CARPENTER 543-1726 984-1115</i></p>						
***** THIS IS THE END OF RFQ DEP13757 ***** TOTAL:						_____

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WV-36a STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer: CB-23	Page 009	Req. or P.O. No: DEP13757
Spending Unit:		

Firm:

THE FIRM SHALL BE RESPONSIBLE FOR PAYMENT OF THE TREATMENT CHARGES TO THE WASTEWATER TREATMENT PLANTS. THESE COSTS WILL BE INCLUDED IN AMOUNT BID.

THE FIRM SHALL SUBMIT LOAD RECEIPTS TO THE WVDEP PROJECT MANAGER FROM THE WASTEWATER TREATMENT PLANT INDICATING DATE, TIME AND AMOUNT DISPOSED. THESE RECEIPTS MUST HAVE THE SIGNATURE OF THE AGENT OF WASTEWATER TREATMENT PLANT AND WILL BE THE BASIS FOR PAYMENT. STAMPED SIGNATURES ARE NOT ACCEPTED.

THE FIRM IS RESPONSIBLE FOR THE PUMPING, HAULING, AND DELIVERY OF LEACHATE FROM THE JACKSON COUNTY LANDFILL TO THE SISSIONVILLE PSD WASTEWATER TREATMENT PLANT LOCATED IN SISSIONVILLE, WV.

THE WVDEP SHALL BE RESPONSIBLE FOR PAYMENT OF THE SAMPLING, TESTING, AND REPORTING THE LEACHATE CONSTITUENTS AS MAY BE REQUIRED BY THE WASTEWATER TREATMENT PLANT. CURRENTLY, EACH LOAD IS SAMPLED AT THE WASTEWATER TREATMENT PLANT, COMPOSITE SAMPLES ARE CREATED AND THE SAMPLES ANALYZED.

THE FIRM SHALL COMPLY WITH ALL COMMON CARRIER REQUIREMENTS OF THE WEST VIRGINIA PUBLIC SERVICE COMMISSION TO HAUL LEACHATE IN STATE OF WEST VIRGINIA,

THE FIRM SHALL BE SOLELY LIABLE FOR ANY DAMAGES, OR CLAIM THEREOF RESULTING FROM THE FIRM'S CONDUCT IN LOADING, TRANSPORTING OR UNLOADING LEACHATE, AND AGREES TO FULLY INDEMNIFY THE WVDEP FOR ANY SUCH CLAIMS BROUGHT AGAINST IT.

THE FIRM WILL ONLY HAUL AND DISPOSE OF LEACHATE AT THE TIMES DESIGNATED BY THE WASTE WATER TREATMENT PLANT. THIS CONTRACT SHALL REQUIRE THE FIRM TO HAUL FROM THE TANK AS DIRECTED BY THE WVDEP.

THE FIRM SHALL LOCK THE DISCHARGE VALVE WHILE IT IS NOT IN USE. THE VALVE WILL REMAIN LOCKED TO PREVENT UNAUTHORIZED USE. ALL KEYS TO THE LOCKS AT THE FACILITY WILL BE FURNISHED BY THE WVDEP PROJECT MANAGER.

THE FIRM WILL HAVE APPROVED GAUGES OR METERS (SITE GLASSES OR MANOMETERS, ETC.) ON THE HAULING EQUIPMENT TO BE USED FOR EASY VERIFICATION OF THE AMOUNT OF EACH LOAD BY THE ATTENDENT AT THE DISPOSAL SITE.

WV-36a STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer: CB-23	Page 010	Req. or P.O. No: DEP13757
Spending Unit:		

Firm:

THE FIRM SHALL MAINTAIN A LIQUID LEVEL IN THE LEACHATE STORAGE TANK AS LOW AS POSSIBLE TO COMPLY WITH THE 15 DAY STORAGE CAPACITY REQUIREMENT, AS WELL AS THE ZERO DISCHARGE LIMITATIONS IN EFFECT FOR THE STORAGE TANK.
THE FIRM SHALL NOTIFY THE WVDEP PROJECT MANAGER IF THE LIQUID LEVEL IN THE STORAGE TANK EXCEEDS THE FREEBOARD ARROW MARK ON THE SIDE OF THE TANK, BASED UPON THE GAUGE READING OF THE TANK CONTENTS.

THE FIRM SHALL BE RESPONSIBLE FOR PAYMENT OF ALL COSTS ASSOCIATED WITH SNOW REMOVAL NECESSARY DURING PERIODS OF INCLEMENT WEATHER TO ASSURE COMPLIANCE WITH THIS CONTRACT.

THE WVDEP WILL OTHERWISE MAINTAIN THE ACCESS ROAD TO THE LANDFILL SITE, WHICH SHALL INCLUDE REPAIR OF POTHoles, SOFT AREAS, MAINTENANCE OF DRAINAGE CONTROL DEVICES AND ALL OTHER INCIDENTALS REQUIRED.

THE FIRM SHALL PROVIDE EQUIPMENT SUITABLE TO THE WVDEP FOR PERFORMING THE WORK.
THE TANKER (S) SHALL HAVE ADEQUATE CAPACITY TO TRANSPORT THE VOLUMES REQUIRED.
THE WV DEP SHALL PROVIDE A GRADUATED SCALE CALIBRATED IN FEET AND INCHES SHOWING CONVERSION RATIOS IN GALLONS PER VERTICLE INCH (BASED UPON THE TANK GAUGE READING OF THE TANK CONTENTS)

THE WV DEP SHALL PROVIDE A FORM AND THE FIRM SHALL COMPLETE THE FORM, IN ACCORDANCE WITH THE GRADUATED SCALE, INDICATING THE BEGINNING FEET TO THE INCH AND CORRESPONDING NUMBER OF GALLONS AND THE ENDING FEET TO THE INCH AND CORRESPONDING NUMBER OF GALLONS FOR EVERY TRUCK LOAD AND ATTACH THE FORM (S) TO INVOICES SUBMITTED TO THE WV DEP FOR PAYMENT.

(SEE ATTACHMENTS "A" AND "B")

FOR ANY FUTURE METERS OR TOTALIZER INSTRUMENTS INSTALLED, THE FIRM SHALL MAINTAIN AND SUBMIT ALL RECORDS REFLECTING ANY VOLUMES OF LIQUIDS REMOVED FROM THE TANK.

CLYDE BENNETT, PROJECT MANAGER
WV DEP/DIVISION OF LAND RESTORATION
717 MAIN STREET, SUITE 200
SUMMERSVILLE, WV 26651
PHONE: 304-872-3800 OR CELL # 304-389-8180

APPLICABLE LAW

THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.

ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCE AS DESCRIBED IN ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.

FOR AGENCY USE ONLY: PC (7-776-747) PROJECT # 04290 Fund # 3328-2007-9371-099-025

Jackson County Tank Scale/ Attachment "A"

011

1'0"	5559	5'4"	29648	9'8"	53737	14'0"	77826	18'4"	101915
1'1"	6022	5'5"	30111	9'9"	54200	14'1"	78289	18'5"	102378
1'2"	6485	5'6"	30574	9'10"	54663	14'2"	78752	18'6"	102841
1'3"	6948	5'7"	31037	9'11"	55126	14'3"	79215	18'7"	103304
1'4"	7412	5'8"	31501	10'0"	55590	14'4"	79678	18'8"	103768
1'5"	7875	5'9"	31964	10'1"	56053	14'5"	80141	18'9"	104231
1'6"	8338	5'10"	32427	10'2"	56516	14'6"	80604	18'10"	104694
1'7"	8801	5'11"	32890	10'3"	56979	14'7"	81068	18'11"	105157
1'8"	9265	6'0"	33354	10'4"	57443	14'8"	81531	19'0"	105621
1'9"	9728	6'1"	33817	10'5"	57906	14'9"	81994	19'1"	106084
1'10"	10191	6'2"	34280	10'6"	58369	14'10"	82557	19'2"	106547
1'11"	10654	6'3"	34743	10'7"	58832	14'11"	82921	19'3"	107010
2'0"	11118	6'4"	35207	10'8"	59295	15'0"	83385	19'4"	107474
2'1"	11581	6'5"	35670	10'9"	59758	15'1"	83848	19'5"	107937
2'2"	12044	6'6"	36133	10'10"	60221	15'2"	84311	19'6"	108400
2'3"	12507	6'7"	36596	10'11"	60685	15'3"	84774	19'7"	108863
2'4"	12971	6'8"	37060	11'0"	61149	15'4"	85238	19'8"	109327
2'5"	13434	6'9"	37523	11'1"	61612	15'5"	85701	19'9"	109790
2'6"	13897	6'10"	37986	11'2"	62075	15'6"	86164	19'10"	110253
2'7"	14360	6'11"	38449	11'3"	62538	15'7"	86627	19'11"	110716
2'8"	14824	7'0"	38913	11'4"	63002	15'8"	87091	20'0"	111180
2'9"	15287	7'1"	39376	11'5"	63465	15'9"	87554	20'1"	111643
2'10"	15750	7'2"	39839	11'6"	63928	15'10"	88017	20'2"	112106
2'11"	16213	7'3"	40302	11'7"	64391	15'11"	88480	20'3"	112569
3'0"	16676	7'4"	40766	11'8"	64855	16'0"	88944	20'4"	113033
3'1"	17139	7'5"	41229	11'9"	65318	16'1"	89407	20'5"	113496
3'2"	17602	7'6"	41692	11'10"	65781	16'2"	89870	20'6"	113959
3'3"	18065	7'7"	42155	11'11"	66244	16'3"	90333	20'7"	114422
3'4"	18529	7'8"	42619	12'0"	66708	16'4"	90797	20'8"	114886
3'5"	18992	7'9"	43082	12'1"	67171	16'5"	91260	20'9"	115349
3'6"	19455	7'10"	43545	12'2"	67634	16'6"	91723	20'10'	115812
3'7"	19918	7'11"	44008	12'3"	68097	16'7"	92186	20'11"	116275
3'8"	20382	8'0"	44472	12'4"	68561	16'8"	92649	21'0"	116739
3'9"	20846	8'1"	44935	12'5"	69024	16'9"	93113	21'1"	117202
3'10"	21309	8'2"	45398	12'6"	69487	16'10"	93576	21'2"	117665
3'11"	21772	8'3"	45861	12'7"	69950	16'11"	94039	21'3"	118128
4'0"	22236	8'4"	46325	12'8"	70414	17'0"	94503	21'4"	118592
4'1"	22699	8'5"	46788	12'9"	70877	17'1"	94966	21'5"	119055
4'2"	23162	8'6"	47251	12'10"	71340	17'2"	95429	21'6"	119518
4'3"	23625	8'7"	47714	12'11"	71803	17'3"	95892	21'7"	119981
4'4"	24089	8'8"	48178	13'0"	72267	17'4"	96356	21'8"	120445
4'5"	24552	8'9"	48641	13'1"	72730	17'5"	96819	21'9"	120908
4'6"	25015	8'10"	49104	13'2"	73193	17'6"	97282	21'10"	121371
4'7"	25478	8'11"	49567	13'3"	73656	17'7"	97745	21'11"	121834
4'8"	25942	9'0"	50031	13'4"	74120	17'8"	98209	22'0"	122298
4'9"	26405	9'1"	50494	13'5"	74583	17'9"	98672	22'1"	122761
4'10"	26868	9'2"	50957	13'6"	75046	17'10"	99135	22'2"	123224
4'11"	27331	9'3"	51420	13'7"	75509	17'11"	99598	22'3"	123687
5'0"	27795	9'4"	51884	13'8"	75972	18'0"	100062	22'4"	124151
5'1"	28258	9'5"	52347	13'9"	76436	18'1"	100525	22'5"	124614
5'2"	28721	9'6"	52810	13'10"	76899	18'2"	100988	22'6"	125077
5'3"	29184	9'7"	53273	13'11"	77362	18'3"	101451	22'7"	overflow

A F F I D A V I T013**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: Carpenter Reclamation
 Authorized Signature: Kelley Carpenter Date: 2/13/07

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carpenter Reclamation, Inc
of PO Box 13015 Sissonville, WV 25360, as Principal, and Western Surety Company
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEP 13757 Open End Contract for Leachate hauling at the Jackson County Landfill according to plans and specifications.

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 12th day of February, 2007.

Principal Corporate Seal

Carpenter Reclamation
(Name of Principal)
By Kelley Carpenter
Kelley Carpenter (Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Western Surety Company
(Name of Surety)
Ross E Johnson
Ross E Johnson Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ross E. Johnson, Patricia C Baire, Beverly A Holstine, Kathryn K Arthur, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2006.



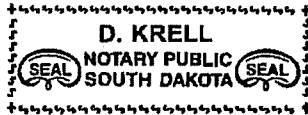
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 12th day of February 2007.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.