



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  
 DEP13869

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*AAA Energy, Inc  
 151 Stewart Street  
 Welch, WV 24801*

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	FOB	FREIGHT TERMS
05/29/2008	07/17/2008		BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-86	6.00	6.00
<p>LEACHATE HAULING PER 100 GAL.</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION, SEEKS BIDS TO HAUL LEACHATE FROM THE MCDOWELL COUNTY LANDFILL TO THE TOWN OF WELCH WASTEWATER TREATMENT PLANT LOCATED NEAR WELCH, WV. THE VENDOR WILL BE RESPONSIBLE FOR 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 &amp; CONDITIONS.</p> <p>MANDATORY ON-SITE PRE-BID WILL BE HELD AT 10:00 AM. FAILURE TO ATTEND WILL RESULT IN DISQUALIFICATION OF VENDOR'S BID.</p> <p>DIRECTIONS: TAKE ROUTE 52 TO RODERFIELD. IN RODERFIELD, TURN RIGHT ON CR-7 TO MARYTOWN.</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 OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS</p>						

RECEIVED  
 2008 JUL 17 P 12:46  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *James W. [Signature]* TELEPHONE 304-320-3961 DATE 7-16-08

TITLE President FIRM 55-0700131 ADDRESS CHANGES TO BE NOTED ABOVE

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 may be deemed null and void, and 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.

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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 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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RODNEY

S U P P L I E R

ENVIRONMENTAL PROTECTION  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/29/2008	07/17/2008			

BID OPENING DATE: 07/17/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE</p>						

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<p>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:  <a href="http://www.wvsos.org/adlaw/wagerates/building08.htm">HTTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING08.HTM</a>            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 MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RA</p>						

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<p>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 OF PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AN 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 LIF OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR, AND THAT PRICE INCREASES BE REQUESTED AT TIME OF RENEWAL ONLY.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP13869</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:            NO. 1 .....</p>						

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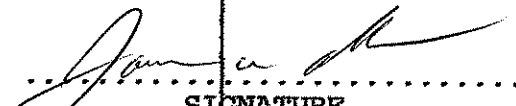
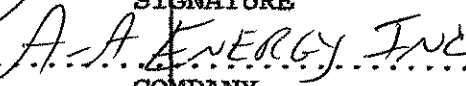
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VENDOR INFORMATION

VENDOR INFORMATION

ENVIRONMENTAL PROTECTION  
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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2 .....					
	NO. 3 .....					
	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: center;">             .....            SIGNATURE              .....            COMPANY            7-16-08            .....            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE,</p>						

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5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).  A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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  <input type="checkbox"/> 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.  B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input 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						

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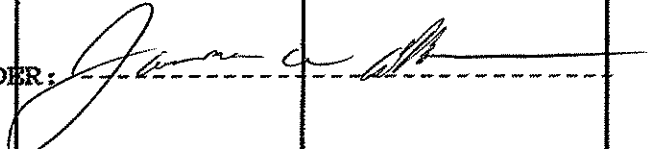
RFQ COPY  
 TYPE NAME/ADDRESS HERE

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<p>ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;            OR            ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY 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 &amp; 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: </p>						

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<p>DATE: 7-16-08</p> <p>SIGNED: <i>James A. ...</i></p> <p>TITLE: President</p> <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>						

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				DEP13869		
				BID OPENING DATE:		
				BID OPENING TIME:	1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-436-5111		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Wes Adair		
***** THIS IS THE END OF RFQ DEP13869 ***** TOTAL:						6.00

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**DEP13869**  
**Contract Specifications**

To provide for the hauling and disposal of leachate from the McDowell County Landfill to the Town of Welch Wastewater Treatment Plant near Welch, WV. Hauling will be at cost per 100 gallons.

A mandatory pre-bid conference will be held at the McDowell County Landfill. Failure to attend the pre-bid conference will result in disqualification of your bid.

**Treatment Charges**

The WVDEP shall be responsible for payment of the treatment charges to the wastewater treatment plant. These costs will not be included in the amount bid. The vendor shall submit load receipts to the WVDEP Project Manager from the wastewater treatment plant indicating date, time and amount of leachate disposed. These receipts must have the signature of the agent of the wastewater treatment plant and will be the basis for payment. Stamped signatures are not accepted.

**Vendor Responsibilities:**

The vendor is responsible for the pumping, hauling and delivery of leachate from the McDowell County Landfill to the Town of Welch Wastewater Treatment Plant located near Welch, WV.

The vendor shall comply with all common carrier requirements of the West Virginia Public Service Commission to haul leachate in the State of West Virginia. The vendor shall be solely liable for any damages or claim thereof resulting from the vendor's conduct in loading, transporting or unloading leachate, and agrees to fully indemnify the WVDEP for any such claims brought against it. The vendor will only haul and dispose of leachate at the times designated by the wastewater treatment plant. The contract shall require the vendor to haul from the tank as directed by the WVDEP.

The vendor shall lock the discharge valve while it is not in use. The valve will remain locked to prevent unauthorized use. The WVDEP Project Manager will furnish all keys to the locks at the facility.

The vendor 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 attendant at the disposal site. The vendor will verify and document the actual capacity of the equipment used to haul leachate.

The firm shall maintain the 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 readings of the tank contents.

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 WVDEP shall provide a graduated scale calibrated in feet and inches showing conversion ratios in gallons per vertical inch, based upon the tank gauge reading of the tank contents. (See Attachment "A")

The firm shall be responsible for the 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.

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.

#### **DEP Responsibilities:**

If required by the wastewater treatment plant, the WVDEP shall be responsible for payment of the sampling, testing, and reporting of the leachate constituents. Currently, each load is sampled at the wastewater treatment plant, composite samples are created and the samples analyzed. The firm may be required to collect and store these samples as well as test the pH of each load.

The WVDEP 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 WVDEP for payment (See Attachment "B")

Mark Church, Project Manager  
WVDEP Division of Land Restoration  
717 Main Street, Suite 200  
Summersville, WV 26651  
Phone: 304-872-3800 or Cell # 304-545-0793

**DEP13869 Bid Schedule:**

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable pursuant to Legislative Rule 148-CSRI1, 6.4.2

DESCRIPTION	QTY	COST
LEACHATE HAULING	(\$ / 100 GAL)	<u>6.00</u>

SIGNATURE *James W. Adkins* DATE 7-16-08

Attachment "A"  
**McDowell Tank Gauge Scale**

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Ht. of gauge	Gallons	Ht. Of gauge	Gallons	Ht. Of Gauge	Gallons
1'0"	2148	4'7"	9487	8'2"	16664
1'1"	2327	4'8"	9666	8'3"	16843
1'2"	2506	4'9"	9845	8'4"	17022
1'3"	2685	4'10"	10024	8'5"	17201
1'4"	2864	4'11"	10203	8'6"	17380
1'5"	3043	5'0"	10382	8'7"	17559
1'6"	3222	5'1"	10561	8'9"	17738
1'7"	3401	5'2"	10740	8'10"	17917
1'8"	3580	5'3"	10919	8'11"	18096
1'9"	3759	5'4"	11098	9'0"	18275
1'10"	3938	5'5"	11277	9'1"	18454
1'11"	4117	5'6"	11456	9'2"	18633
2'0"	4296	5'7"	11635	9'3"	18812
2'1"	4475	5'8"	11814	9'4"	18991
2'2"	4654	5'9"	11831	9'5"	19170
2'3"	4833	5'10"	12010	9'6"	19349
2'4"	5012	5'11"	12189	9'7"	19528
2'5"	5191	6'0"	12368	9'8"	19707
2'6"	5370	6'1"	12547	9'9"	19886
2'7"	5549	6'2"	12726	9'10"	20065
2'8"	5728	6'3"	12905	9'11"	20244
2'9"	5907	6'4"	13084	10'0"	20423
2'10"	6086	6'6"	13263	10'1"	20602
2'11"	6265	6'7"	13442	10'2"	20781
3'0"	6444	6'8"	13621	10'3"	20960
3'1"	6623	6'9"	13800	10'4"	21139
3'2"	6802	6'10"	13979	10'5"	21318
3'4"	6981	6'11"	14158	10'6"	21497
3'5"	7160	7'0"	14337	10'7"	21676
3'6"	7339	7'1"	14516	10'8"	21855
3'7"	7518	7'2"	14695	10'9"	22034
3'8"	7697	7'3"	14874	10'11"	22213
3'9"	7876	7'4"	15053	11'0"	22392
3'10"	8055	7'5"	15232	11'1"	22571
3'11"	8234	7'6"	15411	11'2"	22750
4'0"	8413	7'8"	15590	11'3"	22929
4'1"	8592	7'9"	15769	11'4"	23108
4'2"	8771	7'10"	15948	11'5"	23287
4'3"	8950	7'11"	16127	11'6"	23466
4'5"	9129	8'0"	16306	11'7"	23645
4'6"	9308	8'1"	16485	11'8"	23824

**McDowell Tank Gauge Scale**

Ht. Of Gauge	Gallons
11'9"	24003
11'10"	24182
11'11"	24361
12'0"	24540
12'1"	24719
12'2"	24898
12'3"	25077
12'4"	25256
12'5"	25435
12'6"	25614
12'7"	25793
12'8"	25972
12'9"	26151
12'10"	26330
12'11"	26509
13'0"	26688
13'1"	26867
13'2"	27046
13'3"	27225
13'4"	27404
13'5"	27583
13'6"	27762
13'7"	27941
13'8"	28120
13'9"	28299
13'10"	28478
13'11"	28657
14'0"	28836





STATE OF WEST VIRGINIA  
Purchasing Division

016

**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 owed 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 exceeds 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](http://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: A-A ENERGY INCAuthorized Signature: [Signature]Date: 7-16-08