



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
 DEP15110

PAGE
 1

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

VENDOR

*111160756 304-787-5550
 MALLARD ENVIRONMENTAL
 PO BOX 1298
 SHADY SPRING WV 25918

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED 08/19/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 09/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		335-18		
<p>ANHYDROUS AMMONIA</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDOR'S TO PROVIDE AND DELIVER ANHYDROUS AMMONIA TO SPECIAL RECLAMATION FORFEITED SITES AS LISTED HEREIN, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS AND CONDITIONS, AND THE ESTIMATED QUANTITIES NOTED ON THE BID SCHEDULE AS ATTACHED.</p> <p>THE SUPPLIED ANHYDROUS AMMONIA IS TO BE DELIVERED TO THE WV DEP OFFICE OF SPECIAL RECLAMATION PROJECTS LISTED BELOW: PLEASE CONTACT SCOTT MCELWAYNE AT 304-457-4588 X 3276 FOR SITE DIRECTIONS, CONTACT PERSONNEL AND PHONE NUMBERS.</p> <ol style="list-style-type: none"> 1. F&M-- TUNNELTON, WV 2. OMEGA-- MORGANTOWN, WV 3. T&T - ALBRIGHT, WV 4. BUFFALO MINING - VICINITY OF MT. STORM, WV 5. VARIOUS LOCATIONS IN WEST VIRGINIA. <p>BECAUSE OF THE ACIDIC NATURE OF THE MINE SOILS ON THESE PROPERTIES, IT IS NECESSARY TO MAINTAIN A TREATMENT FACILITY. THE FACILITY UTILIZES ANHYDROUS AMMONIA WHICH IS STORED IN BULK TANKS. AS ON-SITE SUPPLIES OF THE CHEMICAL ARE DEPLETED, IT IS NECESSARY TO ORDER AND RECEIVE ADDITIONAL QUANTITIES TO MAINTAIN AN ADEQUATE SUPPLY ON THE SITES AT ALL TIMES. STORAGE TANK</p>						

RECEIVED
 2010 SEP -9 AM 11:59
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Lord D. Kelly* TELEPHONE: 304-787-5550 DATE: 09-08-10

TITLE: President FEIN: 550693051 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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08/19/2010				

BID OPENING DATE: **09/09/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CAPACITIES ARE AS FOLLOWS:						
F&M		1-10,000		GALLON TANK		
		1-12,000		GALLON TANK		
OMEGA		1- 1,000		GALLON TANK		
		1-10,000		GALLON TANK		
T&T		1-12,000		GALLON TANK		
BUFFALO		6- 1,000		GALLON TANK		
TANKS LISTED ARE SCATTERED THROUGHOUT THE PROJECTS.						
<p>THE VENDOR IS RESPONSIBLE FOR MAKING DELIVERIES OF THE CHEMICAL TO THE SITES. DELIVERY WILL BE MADE IN A TRI-AXLE TANKER TRUCK OR TRACTOR TRAILER TANKER, EQUIPPED TO SAFELY TRANSPORT AND TRANSFER THIS CHEMICAL TO THE TREATMENT SITE STORAGE TANKS. DEP PERSONNEL SHALL AUTHORIZE EITHER A TRI-AXLE OR TRACTOR-TRAILER TANKER DEPENDING ON THE WEATHER AND ROAD CONDITIONS AT EACH SITE. TRI-AXLE TRUCK MUST HAVE A 23,000 LB (11.5 TON) DELIVERY CAPACITY. TRACTOR TRAILERS MUST HAVE 36,000 LB (18 TON) DELIVERY CAPACITY. THESE SITES ARE ALL LOCATED IN REMOTE AREAS. THE ROAD IS PASSABLE; HOWEVER, DURING INCLEMENT WEATHER, SOMETIMES PASSAGE IS DIFFICULT. DELIVERY WILL BE REQUIRED DURING ALL WEATHER CONDITIONS AND ON TWENTY-FOUR (24) TO FORTY-EIGHT (48) HOURS NOTICE. ROAD MAINTENANCE MAY BE REQUIRED, BY THE VENDOR, DURING INCLEMENT WEATHER. DEP PERSONNEL WILL BE ON HAND TO DIRECT AND SUPERVISE THE FILLING OF THE STORAGE TANK(S) DURING NORMAL WORK HOURS</p> <p>THE CONTRACT IS INTENDED TO SERVICE THE AFORMENTIONED PROPERTIES; HOWEVER, THE OFFICE OF SPECIAL RECLAMATION RESERVES THE RIGHT TO SPECIFY DELIVERY ON FORTY-EIGHT (48) HOURS NOTICE TO ANY SITE WITHIN THE STATE OF WEST VIRGINIA WHEN AN UNFORSEEN AND URGENT NEED FOR ANHYDROUS AMMONIA DEVELOPS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard D. Zeigler</i>	TELEPHONE 304-787-5550	DATE 09-08-10
TITLE President	FBN 550693051	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE TANKS THE DEPARTMENT OF ENVIRONMENTAL PROTECTION NOW HAVE NEED TO BE SERVICED, CLEANED, AND REPAIRED OCCASIONALLY AT THE QUOTED HOURLY RATE INCLUSIVE OF ALL TRAVEL EXPENSES.</p> <p>QUALITY OF AMMONIA: AMMONIA SHALL BE OF A COMMERCIAL GRADE, PRODUCED FROM THE "NATURAL GAS" BY-PRODUCT METHOD AND NOT FROM THE STEEL INDUSTRY COKE OVEN PLANT BY-PRODUCT METHOD. THE COKE OVEN BY-PRODUCT AMMONIA CONTAINS TOO MANY CONTAMINANTS WHICH CAUSES FOULING OF EQUIPMENT, LINES AND REGULATORS.</p> <p>EXHIBIT 3</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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Lowell D. Lee</i>	304-787-5550	09-08-10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	550693051	

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<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 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 THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lowell D. Kelly</i>	TELEPHONE 304-787-5550	DATE 09-08-10
TITLE President	FEIN 550693051	ADDRESS CHANGES TO BE NOTED ABOVE

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<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. 04/11/2001</p> <p>THE ACQUISITION AND UTILIZATION OF ALL REASONABLE AND NECESSARY EQUIPMENT, LICENSES, PERMITS, SPECIALIZED EQUIPMENT, WILL BE THE RESPONSIBILITY OF THE VENDOR.</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>THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP15110</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-787-5550	DATE 09-08-10
TITLE President	FAX 550693051	ADDRESS CHANGES TO BE NOTED ABOVE

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				BID OPENING DATE:		09/09/2010
				BID OPENING TIME:		1:30 PM
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-787-5784		
				CONTACT PERSON (PLEASE PRINT CLEARLY): Ronald D. Lilly		
				***** THIS IS THE END OF RFQ DEP15110 ***** TOTAL: _____		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ronald D. Lilly</i>	TELEPHONE 304-787-5550	DATE 09-08-10
TITLE President	FEM 550693051	ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer: CB-23	Page 7	Req. or P.O. No: DEP15110
Spending Unit:		

Item No:	Quantity	Description	Approximate Annual Usage	Unit Price	Amount
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Special Reclamation sites, approximate usage per year and tank information for the delivery of anhydrous ammonia.

NOTE: TRIAXLE TRUCK MUST HAVE MINIMUM 23,000 LB (11.5 TON) TRACTOR-TRAILER TANKER MUST HAVE MINIMUM 36,000 (18 TON) DELIVERY CAPACITY FOR EACH SITE.

1	* 84 TN	F&M Project Vicinity of Tunnelton, WV	58 TN tractor/trailer	\$895 TN*	\$ 51,910
		(1) 10,000 and (1) 12,000 gallon tanks	26 TN tri-axe	\$895 TN*	\$ 23,270

*Pricing firm thru 03/31/2011. *MINIMUM 13,000 pounds/delivery

2	*192 TN	Omega Project Vicinity of Morgantown, WV	135 TN tractor/trailer	\$895 TN*	\$120,825
		(1) 1,000 and (1)10,000 gallon tanks	57 TN tri-axe	\$895 TN*	\$ 51,015

*Pricing firm thru 03/31/2011. *MINIMUM 13,000 pounds/delivery

3	*246 TN	T&T Project Vicinity of Albright, WV	172 TN tractor/trailer	\$895 TN*	\$153,940
		(1) 12,000 gallon tank	74 TN tri-axe	\$895 TN*	\$ 66,230

*Pricing firm thru 03/31/2011. *MINIMUM 13,000 pounds/delivery

4	*80 TN	Buffalo Coal Co. Vicinity of Mt. Storm, WV			
		(6) 1,000 gallon tanks	80 TN tri-axe	\$ 895 TN*	\$ 71,600

*Pricing firm thru 03/31/2011. *MINIMUM 13,000 pounds/delivery

5	* 27 TN	Unforeseen sites (Anywhere in WV)	19 TN tractor/trailer	\$ 1440 TN*	\$ 27,360
			8 TN tri-axe	\$ 1440 TN*	\$ 11,520

*Pricing firm thru 03/31/2011. *MINIMUM 13,000 pounds/delivery

6		Split Deliveries (Price per mile to deliver a partial load from first location to a second location)			\$ N/A Price per mile
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7	*12 HR	Tank cleaning, repair and/or servicing (all travel expenses must be included in the hourly rate).		\$ 100 HR *	\$ 1,200
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8	*40 HR	Incliment weather road service (maximum rate \$200/per hour) May include, but not limited to, snow plowing, cindering, limestone chip addition for traction control.		*See Attachment *Pricing firm thru 03/31/2011. Services Not Provided	
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ALL materials, travel and equipment mobilization must be included in hourly rate. Billable time not to exceed 5 hours per site for each chemical delivery, but is not limited to actual time required to service road, prior to chemical delivery. Time to be verified by on-site DEP staff.

\$	HR	\$
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TOTAL \$ 578,870.00

* All quantities noted above are estimates for evaluation purposes only. Actual ordered quantities will vary.

Please note: No restrictions can be added or attached to this bid sheet, only units of measure listed on this schedule will be accepted, NO EXCEPTIONS.



DBA AMMONIA

RFQ Number: DEP15110
Buyer: CB-23
Bid Opening Date: 09/09/2010
Bid Opening Time: 01:30PM

ATTACHMENT:

The following exceptions apply:

1. We currently only have a tri-axle tanker truck that holds 13,000 pounds. All pricing is based on 13,000 pounds.
2. We are not set up to perform road maintenance. Therefore, we take exception and require that all road maintenance is to be performed by WV Dept. of Environmental Protection.
3. Our supplier is a multi-source supplier of anhydrous ammonia. While historically our supplier has not supplied anhydrous ammonia from the steel industry coke oven plant, it is an approved supplier of theirs so we cannot guarantee that our supplier will not in the future.
4. Tank cleaning, repair and/or servicing is to be billed at hourly rate of \$100.00 per man per hour. If pump out is required additional charges of \$125.00 per hour portal to portal weekday, Saturday - \$175.00 per hour portal to portal and Sunday/Holiday - \$225.00 per hour portal to portal plus \$500.00 per tank pump out charge due to having to use our supplier's truck and driver. All ammonia used to clean tank will be invoiced at current price along with any fittings needed.
5. Pricing firm thru March 31, 2011.

Signature:

A handwritten signature in cursive script, appearing to read "Ronald D. Liles".

Telephone: 304-787-5550

Date: 09-08-10

Title: President

FEIN: 550693051

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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,
 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,
 Bidder is a 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; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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.

Bidder: Mallard Environmental

Signed: 

Date: 09/09/2010

Title: President

RFQ No. DEP15110

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Mallard Environmental Services, Inc. dba Ammonia

Authorized Signature: *David D. Feby* Date: 09-09-10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 9th day of September, 2010.

My Commission expires 01-08-17, 20 .

NOTARY PUBLIC *Debra Reid*

