



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  
**DEP15477**

PAGE  
**1**

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

VENDOR

**Carpenter Reclamation, Inc.**  
**PO Box 13015**  
**Sissonville, WV 25360**  
**License # WV007728**

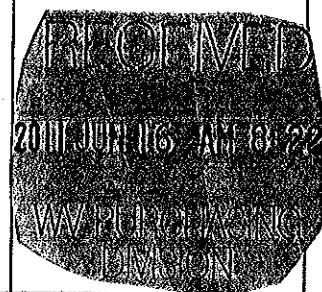
SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPARTMENT OF**  
**DIVISION OF LAND RESTORATION**  
**601 57TH STREET SE**  
**CHARLESTON, WV**  
**25304**      **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: **06/16/2011**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-86	(Per: 100 gallon)	\$ 8.77
<p>LEACHATE HAULING PER 100 GAL.</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF LAND RESTORATION, SEEKS BIDS TO HAUL LEACHATE FROM THE JACKSON COUNTY LANDFILL TO THE TOWN OF SISSONVILLE WASTEWATER TREATMENT PLANT AT SISSONVILLE, WV, OR THE NEAREST DEP APPROVED WASTEWATER TREATMENT PLANT, AS DIRECTED BY THE DEP. THE VENDOR IS 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 IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS &amp; CONDITIONS.</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 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 BY THE STATE OF WEST VIRGINIA,</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Kelley Carpenter*      TELEPHONE: *304-984-1115*      DATE: *6-16-11*

TITLE: *President*      FEIN: *55-0693493*      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](http://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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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**DEP15477**

PAGE  
**2**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 DIVISION OF LAND RESTORATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: **06/16/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH 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 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>THE VENDOR MUST PROVIDE PROOF OF AUTOMOBILE LIABILITY INSURANCE COVERAGE PRIOR TO THE AWARD OF THE CONTRACT. THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>KC</b>	TELEPHONE	DATE <b>6-16-11</b>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED NUMBER



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# Request for Quotation

BFO NUMBER  
**DEP15477**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2157**

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**ENVIRONMENTAL PROTECTION  
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 601 57TH STREET SE  
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BID OPENING DATE: **06/16/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	\$250,000.00					
<p><b>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>REV. 9/98</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR JACKSON / KANAWHA COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS CONTRACT).</b></p> <p><b>FOR PREVAILING WAGE RATES PLEASE REFERE TO:  <a href="http://www.wvsos.org/adlaw/wagerates/building07.htm">HTTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING07.HTM</a></b></p> <p><b>FOR QUESTIONS OR ASSISTANCE IN DETERMINING THE CORRECT PREVAILING WAGE RATES, CALL 304.558.7890, DIVISION OF LABOR.</b></p> <p><b>EXHIBIT 6</b></p> <p><b>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 RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE</b></p>						

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<p>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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:            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:            SEALED BID</p> <p>BUYER: CB-23</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kc</i>	TELEPHONE	DATE <i>6-16-11</i>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

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**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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RFQ COPY

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LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RFQ. NO.: <b>DEP15477</b></p> <p>BID OPENING DATE: <b>06/16/2011</b></p> <p>BID OPENING TIME: <b>1:30 PM</b></p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  <b>304-984-2770</b></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):  <b>Randy Carpenter 304-984-1115 304-543-1726</b></p> <p>***** THIS IS THE END OF RFQ DEP15477 ***** TOTAL: <b>\$ 8.77</b>  <i>per: 100/gallon</i></p>						

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**DEP15477**  
**Contract Specifications**

To provide for the hauling and disposal of leachate from the Jackson County Landfill to the Town of Sissonville Wastewater Treatment Plant at Sissonville, WV. Or the nearest DEP approved wastewater treatment plant. Hauling will be at cost per 100 gallons.

**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 Jackson County Landfill to the Town of Sissonville Wastewater Treatment Plant at Sissonville, 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 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 vendor 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 vendor 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.

The vendor shall be responsible 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 vendor 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 WVDEP shall provide a form and the vendor 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 Attachments "A" and "B"**)

Clyde Bennett, Project Manager  
WVDEP Division of Land Restoration  
717A Main Street, Suite 200  
Summersville, WV 26651  
Phone: 304-872-3800 or Cell # 304-389-8180



## Jackson County Tank Scale/ Attachment "A"

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



**DEP15477  
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>8.77</u>

SIGNATURE Kelley Carpenter DATE 6-16-11

**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, 800 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 DEP15477, Leachate Hauling, 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 15th day of June, 2011.

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, Beverly A Holstine, Kathryn K Arthur, Sheila Mc Cormick, 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 11th day of August, 2010.



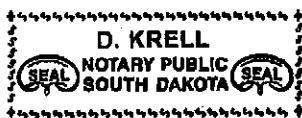
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of August, 2010, 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  
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 hereunto subscribed my name and affixed the seal of the said corporation this 15th day of June, 2011.



WESTERN SURETY COMPANY

L. Nelson  
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.

# 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: Carpenter Reclamation Inc , Signed: Kelley Carpenter  
Date: 6-16-11 Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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

STATE OF West Virginia  
COUNTY OF Kanawha TO-WIT:

I, Kelley Carpenter, after being first duly sworn, depose and state as follows:

1. I am an employee of Carpenter Reclamation Inc.; and,  
(Company Name)
2. I do hereby attest that Carpenter Reclamation Inc.  
(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.

Kelley Carpenter  
(Company Name)

By: Kelley Carpenter

Title: President

Date: 6-16-11

Taken, subscribed and sworn to before me this 16 day of June, 2011

By Commission expires 2017  
(Seal) OFFICIAL SEAL  
Notary Public, State Of West Virginia  
NICHOLE BEARY  
P.O. Box 18194  
Sissonville, WV 25360  
My Commission Expires June 4, 2017

Nichole Beary  
(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.**



RFQ No. DEP-15477

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: Carpenter Reclamation Inc.

Authorized Signature: Kelly Carpenter Date: 6-16-11

State of West Virginia

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 16 day of June, 20 11.

My Commission expires June 4, 20 17

NOTARY PUBLIC Nichole Beary

