



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

DEP15766

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET

304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

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ASA ENERGY INC  
151 STEWART ST  
WEICH WVA 24801

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ENVIRONMENTAL PROTECTION

DEPARTMENT OF

OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

25304

304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/20/2012				

BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM FOR THE "THORPE REFUSE PILE" PROJECT ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION FROM THE PRE-BID MEETING HELD: 03/07/2012.		
				1. Q & A'S 2. PRE-BID SIGN-IN SHEET		
				BID OPENING REMAINS UNCHANGED: 3/27/2012 AT 1:30 PM. NO OTHER CHANGES.		
				END OF ADDENDUM NO.1		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15766 ***** TOTAL:		863,100.00

RECEIVED

2012 MAR 27 PM 1:12

WV PURCHASING  
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-320-3961	3-27-2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0700131	

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.
15. **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>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

**DEP15766**  
**Thorpe Refuse Pile**  
**Addendum # 1**

Item 1: The contractor will have 180 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Q: Is water quality data from the portal/seep areas available?

A: There was no measurable water quantity in the piezometers immediately following boring operations. Water samples taken from the seep areas on 9-26-11 indicated a pH level of 8.0, and iron=0.00 mg/l. Please refer to Section 10.0 of the Specifications concerning dewatering, treatment, and mine seal construction.

If the portals are not open, it is possible that the portals have a blowout potential. The Contractor shall check the level of impounded water prior to performing dewatering. The Contractor shall perform this work after taking all necessary precautions with regard to control and treatment of the impounded water, with all work being performed at the risk of the Contractor. The WVDEP and ENGINEER accept no responsibility or liability for any type of personal or property injury which may result during excavation or other work activities. A dewatering plan shall be submitted to the WVDEP for approval prior to mine seal installation.

Drainage of any pooled water inside the mine shall be performed in a controlled manner as needed to facilitate the construction and to slowly relieve any built-up head conditions, to prevent a sudden release of water of "blowout" downstream, and to prevent excessive erosion. Pumping or other ENGINEER approved methods may be required for dewatering. The Contractor is also cautioned of the possibility of flowable iron oxide and aluminum precipitate discharging from the mine. The Contractor shall exercise extreme caution in dewatering the mine.

Treatment of pooled water inside the mine may be required to achieve effluent limits for pH, iron, aluminum or other parameters regulated by the state. The Contractor shall be responsible for meeting any and all effluent limits established by the appropriate regulatory agencies.

If required, as determined by the ENGINEER, the Contractor shall provide a treatment system that may include soda ash briquettes for adjusting pH and a sump for settling iron and aluminum precipitates. The application rate of soda ash briquettes shall be as directed by the ENGINEER based on the pH and metals analyses performed by the Contractor.

Soda Ash used to neutralize mine acid drainage shall be supplied in 50# bags of briquettes. The purity of the Soda Ash shall be clearly marked on the container. Soda Ash supplied for neutralization shall be 98% Sodium Carbonate.

Upon completion of mine dewatering and mine seal installation the piezometers will be removed and the drill hole will be grouted. Piezometer Abandonment: Piezometers are to be removed and abandoned by an individual who has been certified by the State of West Virginia in accordance with 47CSR59 "Monitoring Well Regulations.". This certification is required for construction, installation, alteration and/or abandonment of any monitoring wells and select boreholes. Piezometers should not be abandoned until mine dewatering is completed.



## SIGN IN SHEET

Page 1 of 2Request for Proposal No. DEP15766Date 03-07-12Thorpe Refuse Pile

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM &amp; REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE &amp; FAX NUMBERS

Company:	<u>GREEN MOUNTAIN Landscaping</u>	<u>511 50th ST</u>	PHONE <u>304 9250253</u>
Rep:	<u>David H. Bourne</u>	<u>Chas WV</u>	TOLL FREE
Email Address:	<u>DHB722@4400.com</u>	<u>25304</u>	FAX <u>925 9230</u>
Company:	<u>Cougirl Wp Inc.</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4397</u>
Rep:	<u>Brian Moore</u>	<u>Simpson WV 26435</u>	TOLL FREE
Email Address:	<u>DCE-cougirl@earthlink.net</u>		FAX <u>-739-4401</u>
Company:	<u>EDWARDS JENNED</u>	<u>PO BOX 4108</u>	PHONE <u>304 414-0255</u>
Rep:	<u>Ann Vlammer</u>	<u>CHARLESTON, WV 25364</u>	TOLL FREE
Email Address:			FAX <u>0256</u>
Company:	<u>Pineville Paving &amp; Excavating Inc.</u>	<u>P.O. Box 1290</u>	PHONE <u>304-732-8303</u>
Rep:	<u>Kevin D. Barthford</u>	<u>Pineville WV 24879</u>	TOLL FREE
Email Address:	<u>Tony PPI@AOL.COM</u>		FAX <u>304-732-7855</u>
Company:	<u>Apex Corporation</u>	<u>2400 River Drive</u>	PHONE <u>304 7634573</u>
Rep:	<u>Ashley Adams</u>	<u>Marcks WV 25832</u>	TOLL FREE
Email Address:	<u>jadams@apex-corp.com</u>		FAX <u>304-763-4551</u>

Request for Proposal No. DEP15766Date 03-07-12Thorpe Refuse Pile

\*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM &amp; REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE &amp; FAX NUMBERS

Company: ASH Energy Inc 151 Stewart St Wich PHONE 304-320-3961Rep: Wes Adair WVA 24801 TOLL FREEEmail Address: Wes Adair @ Hotmail.com FAX 304-436-5111Company: Carpenter Reclamation PHONE 304-984-1115Rep: Randy Carpenter Reclamation TOLL FREEEmail Address: R Carpenter 1637 Col. Co m FAX 984-2770Company: E. L. Robinson Engineering PHONE 304-776-7473Rep: Rich Watts TOLL FREEEmail Address: rwatts@elrobinson.com FAXCompany: Breakaway Inc. 1075 Old Turnpike Rd PHONE 765-5347Rep: Doug Vincer Jeffco WV 26001 TOLL FREEEmail Address:  FAX 765-5389Company:  PHONERep:  TOLL FREEEmail Address:  FAX



## AVS OFT Report - 3/21/2012 11:02:08 AM

All OFT's where the selected entity is listed as an entity or related entity

### Entity Selected (132480) A & A Energy Inc

Description	Related Entity	% Ownership	Begin Date	End Date
Director	(132481) James Wesley Addair		9/9/1993	
Owner	(132481) James Wesley Addair	100%	8/1/1990	
President	(132481) James Wesley Addair		9/1/1993	
Secretary	(132482) Kimberly K Addair		9/1/1993	
Treasurer	(132482) Kimberly K Addair		9/8/1993	

### Entity

- (80) A & A Energy Inc
- (80) A & A Energy Inc
- (80) A & A Energy Inc
- (80) A & A Energy Inc
- (80) A & A Energy Inc

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A & A Energy, Inc.  
of 151 Stewart Street, Welch, WV 24801, as Principal, and Erie Insurance Company  
of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of 5 % of bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
DEP 15766 Thorpe Refuse Pile

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.

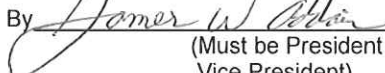
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

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  
23rd day of March, 20 12.

Principal Corporate Seal

A & A Energy, Inc.

(Name of Principal)

By   
(Must be President or  
Vice President)

President

(Title)

Surety Corporate Seal

Erie Insurance Company

(Name of Surety)

  
Attorney-in-Fact

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



Erie  
Insurance®

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint \_\_\_\_\_

----- Luther Ernest McFaddin, Jr, -----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, -----

----- in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). -----

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

"RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of September, 2008.



*Terrence W. Cavanaugh*  
Terrence W. Cavanaugh  
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.  
COUNTY OF ERIE

On this 18th day of September, 2008, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation 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 by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Sheila M. Hirsch*  
My commission expires June 27, 2012  
Notary Public

### CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



*James J. Tanous*  
James J. Tanous, Secretary

this 23<sup>rd</sup> day of March 2012





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

DEP15766

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET  
304-558-8802

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\*613132543 304-320-3961  
A&A ENERGY INC  
151 STEWART ST  
WELCH WV 24801

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/06/2012				

BID OPENING DATE:

03/27/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		863,100.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF TH WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 9-ACRE ABANDONED MINE PROJECT KNOWN AS THE "THORPE REFUSE PILE" PROJECT. THE SITE IS LOCATED NEAR THORPE, WEST VIRGINIA, (MCDOWELL CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/07/12 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W. Smith</i>	TELEPHONE 304-320 3961	DATE 3-26-2012
TITLE President	FEIN 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. 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET  
304-558-8802

\*613132543 304-320-3961

A&A ENERGY INC  
151 STEWART ST

WELCH WV 24801

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

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BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE MORE THAN 15 MINUTES AFTER THE BEGINNING OF THE PREBID WILL NOT BE PERMITTED TO SIGN IN OR PARTICIPATE.</p> <p>DIRECTIONS TO PREBID:</p> <p>TRAVEL TO THORPE, WEST VIRGINIA. AT THE INTERSECTION OF ST. RT. 103 AND CO. RT. 15/8, TURN UP HARMON BRANCH. CROSS THE GRADE RAILROAD CROSSING AND CONTINUE ON CO. RT. 15/8 (HARMON BRANCH ROAD) FOR AN ADDITIONAL QUARTER OF A MILE. THE SITE IS ON THE RIGHTHAND SIDE OF THE HOLLOW ACROSS FROM HARMON BRANCH AND AN ABANDONED RAILROAD GRADE. THE SITE IS ON THE SIDE OF THE HILL ABOVE THE OLD RAILROAD GRADE.</p> <p>CONTACT &amp; PHONE #: MARK PROCTOR, 304-465-1910</p> <p>PLANS &amp; SPECS MAY BE OBTAINED BY THE FOLLOWING METHODS: 1) BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF AML &amp; R, WITH NO CHAGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL LAWRENCE BURGESS, PH. 304-926-0499, EXT. 1668 OR 304-926-0485 TO ORDER CD.</p> <p>2) PLANS AND SPECIFICATIONS WILL BE MADE AVAILABLE, ON CD, TO PRINT COMPANIES IN CHARLESTON, CLARKSBURG, AND OTHER AREAS UPON REQUEST.</p>						

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SIGNATURE <i>James W. [Signature]</i>	TELEPHONE 304-320-3961	DATE 3-26-2012
TITLE President	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
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Purchasing Division  
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Post Office Box 50130  
Charleston, WV 25305-0130

## Request for Quotation

RFQ NUMBER

DEP15766

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET  
304-558-8802

\*613132543

304-320-3961

A&A ENERGY INC  
151 STEWART ST

WELCH WV 24801

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

304-926-0499

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
02/06/2012						
BID OPENING DATE: 03/27/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS.*****</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLAINEE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</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 MCDOWELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>James W. Smith</i>				TELEPHONE 304-320-3961	DATE 3-26-2012	
TITLE President		FEIN 55-0700131		ADDRESS CHANGES TO BE NOTED ABOVE		

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304-558-8802

\*613132543 304-320-3961

A&A ENERGY INC  
151 STEWART ST

WELCH WV 24801

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<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>						

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SIGNATURE <i>James A. Smith</i>	TELEPHONE 304-320-3961	DATE 3-26-2012
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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**VENDOR**

\*613132543 304-320-3961  
A&A ENERGY INC  
151 STEWART ST  
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**SHIP TO**

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DEPARTMENT OF  
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SIGNATURE <i>Donna A. Allen</i>	TELEPHONE 304-320-3961	DATE 3-26-2012
TITLE President	FEIN 55-0760131	ADDRESS CHANGES TO BE NOTED ABOVE

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	RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (3) TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. (4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS. (5) TECHNICAL SPECIFICATIONS:					

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SIGNATURE <i>James W. Adams</i>	TELEPHONE 304-320-3961	DATE 3-26-2012
TITLE President	FEIN 55-0260131	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET

304-558-8802

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A&A ENERGY INC  
151 STEWART ST

WELCH WV 24801

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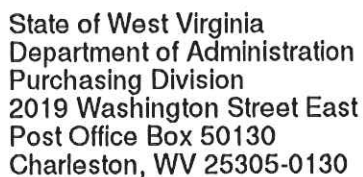
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "THORPE REFUSE PILE" PROJECT. SAID PLANS &amp; SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 22 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING.</p> <p>(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</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> <p>REV. 1/2005</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE</p>						

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SIGNATURE <i>James W. Allen</i>	TELEPHONE 304-320-3961	DATE 3-26-2012
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## RFO NUMBER

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ADDRESS CORRESPONDENCE TO ATTENTION OF \_\_\_\_\_

GUY NISBET

304-558-8802

✱613132543

304-320-3961

A&amp;A ENERGY INC

151 STEWART ST

WELCH WV 24801

## ENVIRONMENTAL PROTECTION

DEPARTMENT OF

OFFICE OF AML&amp;R

601 57TH STREET SE

CHARLESTON, WV

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2.	THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:			
----	--	--	--	--

A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE

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**SIGNATURE**

TELEPHONE

DATE \_\_\_\_\_

TITLE	DATE	BY	NO.	PRICE	REMARKS
...	...	...	...	...	...

**FEIN**

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<p>TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

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SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-320-3961	3-26-2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0200131	

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<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 304-320-3961	DATE 3-26-2012
TITLE President	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .DEP15766...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ..✓.....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p>						

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	NO. 4 .....					
	NO. 5 .....					
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
.....				SIGNATURE		
.....				COMPANY		
.....				DATE		
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
.....	304-320-3961	3-26-2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0700131	

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





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

DEP15766

PAGE

14

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET  
304-558-8802

\*613132543 304-320-3961

A&A ENERGY INC  
151 STEWART ST

WELCH WV 24801

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2012				

BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:				GN-23		
RFQ. NO.:				DEP15766		
BID OPENING DATE:				3/27/2012		
BID OPENING TIME:				1:30PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-436-5111-----						
VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: -----ABA ENERGY INC 151 STEWART ST WELCH WVA 24801-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: .....James W. Addair.....						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W. Addair</i>	TELEPHONE 304-320-3961	DATE 3-26-2012
TITLE President	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

DEP15766

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET

304-558-8802

\*613132543

304-320-3961

A&A ENERGY INC

151 STEWART ST

WELCH WV 24801

ENVIRONMENTAL PROTECTION

DEPARTMENT OF

OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

25304

304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2012				

BID OPENING DATE:

03/27/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ DEP15766 ***** TOTAL:						863,100.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W. Smith</i>	TELEPHONE 304-320-3961	DATE 3-26-2012
TITLE President	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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

OMB #1029-0119

-- Expiration Date: 1/31/13

## AML CONTRACTOR INFORMATION FORM

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

## Part A: General Information

Business Name: ASA ENERGY INC Tax Payer ID No.: 55-0700131  
 Address: 151 STEWART ST  
 City: WELCH State: WVA Zip Code: 24801 Phone: 304-326-3961  
 Fax No.: 304-436-5111 E-mail address: WesAdair@Hotmail.com

## Part B: Legal Structure

☒ Corporation      ( ) Sole Proprietorship      ( ) Partnership      ( ) LLC  
 ( ) Other (please specify) \_\_\_\_\_

## Part C: Certifying and updating information in the Applicant/Violator System (AVS).

Select only one of the following options, follow the instructions for that option, and sign below.

I, JAMES W ADAIR, have the express authority to certify that:  
 (print name)

1. ☒ Information on the **attached** Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. \_\_\_\_\_ Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3. \_\_\_\_\_ Our business currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

3-26-2012  
 Date

James W Adair  
 Signature

President  
 Title

**IMPORTANT!** In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at <https://avss.osmre.gov>.

**Part D.****Contractor's Business Name:** \_\_\_\_\_

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

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

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

**PAPERWORK REDUCTION STATEMENT**

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

Public reporting burden for this form is estimated to range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

## Instructions for Completing AML Contractor Form OMB #1029-0119<sup>1</sup>

**Part A: General Information.** Part A should be completed by the AML Contractor.

**Part B: Legal Structure.** Part B should be completed by the AML Contractor.

**Part C: Certifying and updating information in the Applicant/Violator System (AVS).** Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.<sup>2</sup>

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

### Part D:

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

<sup>1</sup> If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

<sup>2</sup> You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting <https://avss.osmre.gov>. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.



## BID BOND PREPARATION INSTRUCTIONS

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

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

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

\_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E),  
 as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G),  
 \_\_\_\_\_ (H), a corporation organized and existing under the laws  
 of the State of \_\_\_\_\_ (I) with its principal office in the City of  
 \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State  
 of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (K)  
 (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made,  
 we jointly and severally bind ourselves, our heirs, administrators, executors,  
 successors and assigns.

The Condition of the above obligation is such that whereas the Principal  
 has submitted to the Purchasing Section of the Department of Administration  
 a certain bid or proposal, attached hereto and made a part hereof to enter into a  
 contract in writing for \_\_\_\_\_

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

NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a  
 contract in accordance with the bid or proposal attached hereto and shall furnish  
 any other bonds and insurance required by the bid or proposal, and shall in all  
 other respects perform the agreement created by the acceptance of said bid then  
 this obligation shall be null and void, otherwise this obligation shall remain in full  
 force and effect. It is expressly understood and agreed that the liability of the  
 Surety for any and all claims hereunder shall, in no event, exceed the penal  
 amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the  
 obligations of said Surety and its bond shall be in no way impaired or affected by  
 any extension of time within which the Oblige may accept such bid; and said  
 Surety does hereby waive notice of any such extension.

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

Principal Corporate Seal

(R)

\_\_\_\_\_ (Q)

(Name of Principal)

By \_\_\_\_\_ (S)

(Must be President or  
 Vice President)

\_\_\_\_\_ (T)

Title

(U)

Surety Corporate Seal

\_\_\_\_\_ (V)

(Name of Surety)

\_\_\_\_\_ (W)

Attorney-in-Fact

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

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

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
 of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
 of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
 with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
 of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### NOW THEREFORE,

- (a) If said bid shall be rejected, or  
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
 hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
 agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
 force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
 exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
 way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby waive  
 notice of any such extension.

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

Principal Corporate Seal

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

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

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

Surety Corporate Seal

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

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

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



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

STATE OF West Virginia

COUNTY OF McDowell, TO-WIT:

I, James W Addair, after being first duly sworn, depose and state as follows:

1. I am an employee of ASA ENERGY INC; and,  
 (Company Name)
2. I do hereby attest that ASA ENERGY 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.

ASA ENERGY INC  
 (Company Name)

By: James W Addair

Title: President

Date: 3-27-2012

Taken, subscribed and sworn to before me this 27th day of March, 2012

By Commission 4-30-12

(Seal)



Kathleen B Lay  
 (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.**

# Thorpe Refuse Pile

DEP15766

## Contractor's Bid Sheet

**Vendors Name:**

ASA ENERGY INC

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.1	LS	Mobilization & Demobilization (Lump Sum) (Cannot exceed 10% of the Total Amount Bid)	LS	\$ 80,000.00
2.1	LS	Construction Layout (Lump Sum) (Cannot exceed 5% of the Total Amount Bid)	LS	\$ 12,000.00
3.1	LS	Quality Control (Lump Sum) (Cannot exceed 3% of the Total Amount Bid)	LS	\$ 12,000.00
4.1	LS	Site Preparation (Lump Sum) (Cannot exceed 5% of the Total Amount Bid)	LS	\$ 40,000.00
5.1	800 LF	Silt Fence (Per Linear Foot)	\$ 3.00	\$ 2,400.00
5.2	950 LF	Super Silt Fence (Per Linear Foot)	\$ 7.00	\$ 6,650.00
5.3	3,300 LF	Straw Wattle (Per Linear Foot)	\$ 3.50	\$ 11,550.00
5.4	7 EA	Stone Check Dam (Per Each)	\$ 600.00	\$ 4,200.00
5.5	1 EA	Stabilized Construction Entrance (Per Each)	\$ 2,000.00	\$ 2,000.00
6.1	10 ACRES	Revegetation (Per Acre)	\$ 3,000.00	\$ 30,000.00
7.1	1,538 LF	Type I Grouted Riprap Ditch (Per Linear Foot)	\$ 85.00	\$ 130,730.00
7.2	40 LF	Type II Riprap Ditch (Per Linear Foot)	\$ 75.00	\$ 3,000.00
7.3	200 LF	Underdrain (Per Linear Foot)	\$ 40.00	\$ 8,000.00
7.4	200 LF	Underdrain Conveyance Pipe ( Per Linear Foot)	\$ 20.00	\$ 4,000.00
7.5	2 EA	Low Water Crossing (Per Each)	\$ 4,760.00	\$ 9,520.00
7.6	650 LF	Rock Drainage Channel (Per Each)	\$ 115.00	\$ 74,750.00
8.1	65,000 CY	Unclassified Excavation (Per Cubic Yard)	\$ 5.00	\$ 325,000.00
8.2	9 ACRES	Soil Cover (Per Plan View Acre)	\$ 8,000.00	\$ 72,000.00
10.1	4 EA	Wet Mine Seals (Per Each)	\$ 8,000.00	\$ 32,000.00
10.2	160 LF	Mine Seal Conveyance Pipe (Per Linear Foot)	\$ 20.00	\$ 3,200.00
10.3	10 BAG	Acid Mine Drainage Treatment (Per 50 lb. Bag)	\$ 10.00	\$ 100.00
		<b>TOTAL</b>		\$ 863,100.00



RFQ No. DEP 15766STATE 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 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.

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: A & A ENERGY INCAuthorized Signature: [Signature] Date: 3-23-2012State of VirginiaCounty of Tazewell, to-wit:Taken, subscribed, and sworn to before me this 27<sup>th</sup> day of March, 2012My Commission expires 4-30-12, 20  

AFFIX SEAL HERE

NOTARY PUBLIC

