



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:  
 DEP13703

PAGE:  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*A-A ENERGY INC*  
*151 STEWART ST*  
*WELCH WVA 24861*

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

|                              |               |                          |     |               |
|------------------------------|---------------|--------------------------|-----|---------------|
| DATE PRINTED:<br>03/01/2007  | TERMS OF SALE | SHIP VIA                 | FOB | FREIGHT TERMS |
| BID OPENING DATE: 04/10/2007 |               | BID OPENING TIME 01:30PM |     |               |

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT            |
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| 0001  | 1        | JB  |        | 962-73      |            | <i>152,900.00</i> |
| <p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS TO FOR THE CONTRACT DESCRIBED BELOW.</p> <p>THE PURPOSE OF THE CONTRACT IS TO PERFORM LAND RECLAMATION ON THE MINING OPERATION OF MID-ATLANTIC RESOURCE COPORATION, NOW UNDER REVOKED PERMIT NO(S) D-73-82.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/20/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR RHODELL, WV, RALEIGH COUNTY AND CONSISTS OF APPROXIMATALY 4.0 ACRES.</p> <p>DIRECTIONS TO THE SITE AND PRE-BID ARE ON THE LAST TWO PAGES OF THE ATTACHED SPECIFICATIONS.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE</p> |          |     |        |             |            |                   |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James A. [Signature]* TELEPHONE: 304-320-3961 DATE: 4-10-07

TITLE: *President* FEIN: 55-0700 131 ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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SUPPLIER

SHIP TO

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|      |          |     |          | PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.<br><br>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS<br><br>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,<br><br>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROAD OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.<br><br>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.<br><br>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE |            |        |

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |      |                                   |      |
| SIGNATURE                                 |      | TELEPHONE                         | DATE |
| TITLE                                     | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |      |

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| UNITED STATES.<br>2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:<br>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE 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,<br>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.<br>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.<br>REV. 10/01/01<br>EXHIBIT 5<br>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.<br>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE |          |     |          |             |            |        |

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|  |          |     |          |             |            |        |
| <p>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 HERE IN.</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 RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</p> <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</p> |          |     |          |             |            |        |

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|  |          |     |        |             |            |        |
| <p>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 PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 3/91</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 ALUMINUM 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</p> |          |     |        |             |            |        |

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|   |          |     |        |             |            |        |
| <p>POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <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 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>REV. 3/88</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</p> |          |     |        |             |            |        |

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| <p>AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE 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>CIRCUMSTANCES.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. 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>REV. 11/96</p> <p>EXHIBIT 10</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 NOS.:</p> <p>NO. 1 .....</p> |          |     |        |             |            |        |

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| NO. 4  |          |     |        |             |            |        |
| NO. 5  |          |     |        |             |            |        |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....SIGNATURE</p> <p><i>A-A Energy, Inc.</i> COMPANY</p> <p>4-10-07 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> |          |     |        |             |            |        |

|   |           |                                   |  |
|---|-----------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |           |                                   |  |
| SIGNATURE                                 | TELEPHONE | DATE                              |  |
| TITLE                                     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |  |

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:  
 DEP13703

PAGE:  
 9

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 03/01/2007   |               |          |        |               |

BID OPENING DATE: 04/10/2007 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .... <i>A. A. ENERGY, INC.</i> .....</p> <p>CONTRACTORS LICENSE NO.: .... <i>WV 022915</i> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES &amp; REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305-0130</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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:  
 DEP13703

PAGE:  
 10

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

| DATE PRINTED                 | TERMS OF SALE | SHIP VIA                  | F.O.B. | FREIGHT TERMS |
|------------------------------|---------------|---------------------------|--------|---------------|
| 03/01/2007                   |               |                           |        |               |
| BID OPENING DATE: 04/10/2007 |               | BID OPENING TIME: 01:30PM |        |               |

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:<br><br>SEALED BID<br><br>BUYER: CB-23<br><br>REQ. NO.: DEP13703<br><br>BID OPENING DATE AND TIME: 04/10/2007 @ 1:30 PM<br>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br><br>-----<br><br>***** THIS IS THE END OF RFQ DEP13703 ***** TOTAL: <u>152,900.00</u> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

|   |             |                            |
|---|-------------|----------------------------|
| BUYER<br>CB-23  | PAGE<br>011 | REQ. OR PO NO.<br>DEP13703 |
| SPENDING UNIT   |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Mid-Atlantic Resources Corporation, Permit D-73-82, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item # 9.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 7.0 )
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Remove any and all debris from site. Contractor must provide documentation of proper disposal.
7. Install four (4) wet mine seals. Each wet mine seal shall have a splash pad constructed at its discharge. The splash pads shall be rip-rap, three feet wide by five feet long with an eighteen inch blanket thickness.
8. Backfill to completely eliminate approximately 620 linear feet of highwall. Backfilling shall include the elimination of the road/diversion above the highwall. Backfill material shall be blended into the top of the upslope side of the road/diversion. Note: All backfilled and regraded slopes shall be no steeper than 2 horizontal to 1 vertical or shall be pulled back to the slope of original ground prior to mining.
9. All black/potentially toxic material encountered shall be segregated and isolated in the backstack per attached specifications. Material to be isolated must be mixed with 40 tons of agricultural lime prior to final placement in the backstack.
10. Eliminate Pond 1 by regrading to a sheetflow drainage pattern. Note: Any water impounding structures shall be pumped down prior to regrading.
11. Eliminate the beaver pond by removing all the pipe at road crossing and beneath of the hollow fill. All of the fill material in these areas shall be removed prior to the construction of Stream Channel Two (2). Slopes in this area shall be no steeper than 2 horizontal to 1 vertical or shall be pulled back to the slope of original ground prior to mining. Note: Water from the stream shall be diverted around the construction area by pumping and/or piping, during removal of piping, removal of fill material and construction of Rip-Rap Stream Channel Two (2) to minimize sedimentation of the stream.
12. Construct approximately 580 linear feet of Stream Channel Two (2). Stream Channel Two (2) shall have a uniform grade from beginning to end. Note: Rip-rap shall be placed in a 24 inch blanket thickness. Twenty-five percent of the rock shall be 24 inch or larger, the remaining seventy-five percent shall be well graded rock sufficient enough to fill the voids between the larger rock.

|   |             |                            |
|---|-------------|----------------------------|
| BUYER<br>CB-23  | PAGE<br>012 | REQ. OR PO NO.<br>DEP13703 |
| SPENDING UNIT   |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

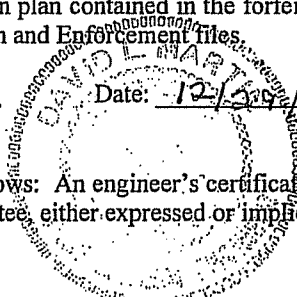
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13. Install 900 linear feet of haybale dike for sediment control during and after construction.
14. Regrade and revegetate approximately four (4) acres of disturbance.

I David L. Martin, Sr., the undersigned, hereby certify<sup>1</sup> that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David L. Martin, P.E.  
 Registered Professional Engineer WV No. 7202

Date: 12/29/06



<sup>1</sup> The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

|   |                    |                            |
|---|--------------------|----------------------------|
| BUYER...<br>CB-23   | PAGE<br><b>013</b> | REQ. OR PO NO.<br>DEP13703 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |                    |                            |

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

| ITEM NO.   | QUANTITY | DESCRIPTION   | UNIT PRICE                   | AMOUNT              |
|--|----------|---|------------------------------|---------------------|
| <b>BID SCHEDULE</b>  |          |   |                              |                     |
| <b>PERMIT NAME: <u>Mid-Atlantic Resource Corporation</u></b> |          |   |                              |                     |
| <b>PERMIT NUMBER(S): <u>D-73-82</u></b>                      |          |   |                              |                     |
| 1.0  | LUMP SUM | <u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)       | LUMP SUM                     | \$ <u>5,000.00</u>  |
| 2.0  | LUMP SUM | <u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit) | LUMP SUM                     | \$ <u>0</u>         |
| 3.0  | LUMP SUM | <u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)              | LUMP SUM                     | \$ <u>1,000.00</u>  |
| 4.0  | LUMP SUM | <u>BACKFILLING</u>  | LUMP SUM                     | \$ <u>49,000.00</u> |
| 5.0  | LUMP SUM | <u>REGRADING AND TOPSOILING</u>   | LUMP SUM                     | \$ <u>2,500.00</u>  |
| 6.0  |          | <u>REVEGETATION</u>   |                              |                     |
| 6.1  | LUMP SUM | <u>AGRICULTURAL LIME</u>  | LUMP SUM                     | \$ <u>1,500.00</u>  |
| 6.2  | LUMP SUM | <u>FERTILIZER</u>   | LUMP SUM                     | \$ <u>1,500.00</u>  |
| 6.3  | LUMP SUM | <u>MULCH</u>  | LUMP SUM                     | \$ <u>1,500.00</u>  |
| 6.4  | LUMP SUM | <u>VEGETATIVE SPECIES</u>   | LUMP SUM                     | \$ <u>1,500.00</u>  |
| 7.0  | LUMP SUM | <u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)          | LUMP SUM                     | \$ <u>1,000.00</u>  |
| 8.0  |          | <u>EXISTING SEDIMENT CONTROL STRUCTURES</u>                                     |                              |                     |
| 8.1  | LUMP SUM | <u>ELIMINATE POND ONE (1)</u>   | LUMP SUM                     | \$ <u>2,000.00</u>  |
| 8.2  | LUMP SUM | <u>ELIMINATE BEAVER POND AND REMOVE PIPES AND HOLLOW FILL</u>                   | LUMP SUM                     | \$ <u>20,000.00</u> |
| 9.0  | 900 LF   | <u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)                                    | \$ <u>1.00</u><br>PER LF     | \$ <u>900.00</u>    |
| 10.0   | 4 EA     | <u>WET MINE SEAL</u> (Non-acid producing seams)                                 | \$ <u>5,000.00</u><br>PER EA | \$ <u>20,000.00</u> |
| 11.0   | LUMP SUM | <u>RIP-RAP STREAM CHANNEL TWO (2)</u>   | LUMP SUM                     | \$ <u>40,000.00</u> |
| 12.0   | LUMP SUM | <u>STRUCTURE AND/OR DEBRIS REMOVAL</u>  | LUMP SUM                     | \$ <u>2,500.00</u>  |

|  |             |                            |
|--|-------------|----------------------------|
| BUYER...<br>CB-23...   | PAGE<br>014 | REQ. OR PO NO.<br>DEP13703 |
| SPENDING UNIT  |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                            |

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

| ITEM NO.                               | QUANTITY    | DESCRIPTION      | UNIT PRICE  | AMOUNT                            |
|--|-------------|------------------|-------------|-----------------------------------|
| 13.0                                   | LUMP SUM    | <u>LIMING</u>    | LUMP SUM    | \$3,000.00                        |
| 14.0                                   | NO BID ITEM | <u>UTILITIES</u> | NO BID ITEM |                                   |
| <b>TOTAL FOR PERMIT <u>D-73-82</u></b> |             |                  |             | <i>amt</i><br><u>\$152,900.00</u> |



# AFFIDAVIT

1162

**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.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: A-A ENERGY INC

Authorized Signature: [Signature] Date: 4-10-07

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A + A Energy, Inc  
of 151 Stewart St, Welch WV 24801, as Principal, and Erie Insurance Company  
of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of PA  
with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of 5% (\$152,900.00) 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 13703

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  
9<sup>th</sup> day of April, 2007.

Principal Corporate Seal

A + A Energy, Inc  
(Name of Principal)

By [Signature]  
(Must be President or  
Vice President)

President  
(Title)

Erie Insurance Company  
(Name of Surety)

[Signature]  
Attorney-in-Fact

Surety Corporate Seal

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the 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 the 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 the 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 at a meeting held on May 8, 2002 at which a quorum was presented and said Resolution has not been amended or repealed:

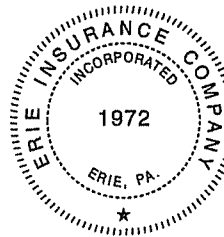
"Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To 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, contract 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 at a meeting held on the 8th day of May, 2002, at which a quorum was present and said Resolution has not been amended or repealed:

"Resolved, that the signature of Jeffrey A. Ludrof, 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 J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company."

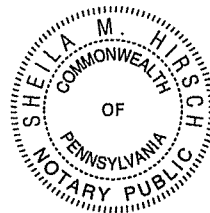
IN WITNESS WHEREOF, the ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 8th day of May, 2002.



Signature of Jeffrey A. Ludrof, President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss. COUNTY OF ERIE

On this 8th day of May, A.D. 2002, before me personally came Jeffrey A. Ludrof, 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.

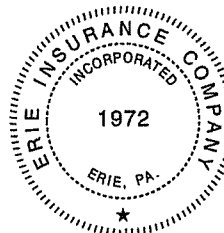


Signature of Sheila M. Hirsch, Notary Public, My commission expires June 27, 2008

CERTIFICATE

I, J. R. Van Gorder, as Secretary of the 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,



Signature of J. R. Van Gorder, Secretary

this 9th day of April 20 07