



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

DNR80097

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32

304-558-0492

\*219105310 858-541-2028  
AQUANEERING  
8280 CLAIREMONT MESA BLVD  
SUITE 117  
SAN DIEGO CA 92111

DIVISION OF NATURAL RESOURCES  
PROCUREMENT OFFICE  
CAPITOL COMPLEX  
BUILDING 3, ROOM 630  
CHARLESTON, WV  
25305 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/24/2006				

BID OPENING DATE:

01/16/2007

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DIVISION OF NATURAL RESOURCES TO PROVIDE ONE (1) LIVE FISH HAUL TANK.						
DELIVERY: DELIVERY SHALL BE MADE TO: DIVISION OF NATURAL RESOURCES PETERSBURG HATCHERY HC 33, BOX 187 PETERSBURG, WV 26847						
PRICING: PRICING SHALL BE QUOTED DELIVERED TO THE ABOVE STATED LOCATION.						
ATTACHMENTS: 1. SPECIFICATIONS 2. AFFIDAVIT						
0001	1	LS		830-04	25,090.00	25,090.00
LIVE FISH HAUL TANK						
VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	858-541-2028	January 12, 2007
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	33-0614302	

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



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A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: N/A						
( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						
( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						
( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.						
B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
					N/A	
PRECEDING SUBMISSION OF THIS BID; OR ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.  BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.  BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL:  UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.						
BIDDER:				AQUANEERING, INC.		
DATE:				January 12, 2007		
SIGNED:						
TITLE:				President		
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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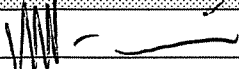
01/16/2007

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				RON PRICE-----		
RFQ. NO.:				DNR80097-----		
BID OPENING DATE:				JANUARY 16, 2007-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				858-541-2048-----		
CONTACT PERSON (PLEASE PRINT CLEARLY):				Mark Francis-----		
***** THIS IS THE END OF RFQ DNR80097 ***** TOTAL:						25,090.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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WV-36  
REV. 10/81

STATE OF WEST VIRGINIA

## PURCHASING CONTINUATION SHEET

VENDOR AQUANEERING, INC.

BUYER:	PAGE <u>2</u>	Req. or PO# <u>DNR80092</u>
Spending Unit: DNR -		

Item No:	Quantity	Description	Unit Price	Amount
		<p><u>Dimensions:</u> 87 inches wide x 30 inches deep x 120 inches long (outside dimensions).</p> <p><u>Core:</u> Tank shall have 3/16 inch thick 5052 aluminum inner and outer side walls and bottom. The top deck, lids and inside compartment divider walls shall be 1/4 inch thick 5052 aluminum. A 2 inch thick injected polyurethane foam insulating core shall be installed between the outer and inner walls. This tank shall be designed to have personnel working on the top deck area.</p> <p><u>Capacity:</u> Approximately 1,000 gallons to the overflow drains.</p> <p><u>Compartments:</u> Six of equal dimensions (2 by 3 configuration), with dual in line rear discharge (see fig #1 &amp; 11). Each of the adjoining compartments shall have a three inch diameter round water equalizing portal located as low on the longitudinal wall as possible and inside the screened area, also a three inch diameter round equalizing portal between each of the in line compartments inside the screened area and as low to the floor as possible to allow water levels to maintain equal volume in each of the six compartments during use of the recirculating system (see fig #1).</p> <p><u>Lids:</u> The lids are to be 24 inches wide and 27 inches long (see fig # 13). Compartment lids numbered 1,2,3,4&amp; 6 shall open towards the cab of the truck or the front of the tank (see fig #3 &amp; #13) and compartment lid numbered 5 shall open toward the center of the tank (see fig #13). Each lid will be outfitted and supported with two (2) heavy duty gas spring pistons; the piston brackets shall be made of 1/4 inch aluminum (see picture #6) that hold the lid in an open position without wedge like back rests. A single Pular model 503 lid clamp is to be mounted in the center of each lid. A 5 inch diameter screened vent (centered) and mounted flush with the top deck surface, and a 3 inch open piano hinge to extend the width of the lid (with 1/4 inch stainless pin) shall be installed on each lid. The entire inside of the lid is to have a half round silicon rubber bead seal (see fig #6) and shall be flush mounted to the top deck of the tank.</p>		
TOTAL THIS PAGE _____				

WV-36  
REV. 10/81

STATE OF WEST VIRGINIA

# PURCHASING CONTINUATION SHEET

VENDOR **AQUANEERING, INC.**

BUYER:	PAGE <b>3</b>	Req. or PO# <b>DNR80092</b>
Spending Unit: DNR -		

Item No:	Quantity	Description	Unit Price	Amount
		<p><u>Exit Drains:</u> There shall be two 8 5/8 inch outside diameter and 1/4 inch thick walled aluminum pipe inline drains that shall extend 6 inches out from the rear of the tank (see fig# 1 &amp; 4). All fish are discharged compartment to compartment via a solid slide gate assembly which covers 12 in. wide by 8 in. high discharge chutes centrally located on the dividing walls in line with the rear exit drains. The gate bottom shall rest on the tank floor with no countersunk groove. Pull rods for these assemblies extend up through the deck and have a recessed "T" handle. The slide gate assembly shall be constructed to hold at any position and not be pulled out of the guide slots at its full up position. The rear most slide gates <b>must be water tight</b> (see picture #8) using an "O" ring and pressure devise configuration to eliminate excessive water discharge when the pipe cap is removed.</p>		
		<p><u>Tank Floors:</u> The tank floor will be solid and level, there shall be no slope front to rear (this tank will be mounted on a dump bed truck). The bottom of each compartment shall be sloped <b>side to middle</b>, (see figure # 7) toward flat channels in the centers of each compartment. The channels will be lined up with the bottoms of the slide gate assemblies.</p>		
		<p><u>Overflow Drains:</u> One 1 inch diameter "snap-tite" marine drain plug shall be installed per compartment to allow 6 in. of air space between water level and the inside surface of the lid (see fig #7). The drain is covered on the inside by a perforated disc to prevent fish from escaping. These are to be mounted at the center of each compartment. Each of the plugs shall be attached to the tank by a size 1 brass safety chain. (see picture # 2 &amp; #3)</p>		
		<p><u>Tank Mounting Brackets:</u> A 3 inch x 3 inch x 1/2 inch angle aluminum bracket shall be secured at each end of the tank. The brackets must extend the entire width of the tank and the weld shall also extend for the entire length of the bracket. There shall be no pre-drilled holes on the brackets; this will be done at the hatchery site (see fig #9).</p>		
TOTAL THIS PAGE				

WV-36  
REV. 10/81

STATE OF WEST VIRGINIA

# PURCHASING CONTINUATION SHEET

VENDOR

AQUANEERING, INC.

BUYER:	PAGE 4	Req. or PO# DNR80097
Spending Unit: DNR -		

Item No:	Quantity	Description	Unit Price	Amount
		<p><u>Internal Screens:</u> Screening to cover aerator intake tube and water recirculating systems will be 1/8 inch thick aluminum having 1/8 inch diameter holes on 3/16 inch staggered centers. All screen joints, corners, and points where screens meet walls will be close fitting to prevent small fish from entering aerator area. Top screen should be angled downward and close fitted around the "fresh-flo" aerator opening. No openings around the screen will be more than 1/16 inch. These screens must be <b>removable</b> (see figure #2).</p>		
		<p><u>Recirculation:</u> A 2 inch pipe water recirculating system shall be installed.</p> <p>The intake pipes shall run through each of the two (three inline compartment) areas. The intake pipes will terminate at the bottom and back of the outside of the tank with a removable cleanout cap (see fig # 3). The intake pipes shall have 1/2 inch holes two inches apart for the entire length of the pipe that is inside the tank. The intake pipes will extend 3 inches outside of the front of the tank and have standard male threads.</p> <p>The discharge pipes shall run through each of the two (three inline compartment) areas. The discharge pipes will terminate at the top and back of the outside of the tank with a removable cleanout cap. The discharge pipes will not have any holes predrilled (we will drill the holes). The discharge pipes will extend 3 inches outside of the front of the tank and have standard male threads. (see fig # 3 &amp; #4)</p>		
		<p><u>Aeration:</u> Each compartment will be equipped with a Fresh Flow Model TT aerator centrally positioned (in the screened area inside the compartment) and secured to the tank top by two toggle clamps. The aerators shall be wired with weather proof 2 pin trolling motor connectors compatible to the protected power outlet (see picture #6) and configured as in figure # 13. The aerator tube shall be six inches from the tank bottom and the impeller should be two inches from the end of the tube.</p>		
TOTAL THIS PAGE				



WV-36  
REV. 10/81

STATE OF WEST VIRGINIA

# PURCHASING CONTINUATION SHEET

VENDOR

AQUANEERING, INC.

BUYER:	PAGE 5	Req. or PO# DNR 80097
Spending Unit: DNR -		

Item No:	Quantity	Description	Unit Price	Amount
		<p><u>Electrical Power Supply:</u> The tank will be electrically wired to provide a 12 VDC outlet, low profile mounted; between each pair of aerator portholes (see fig #13). Wiring will be through conduit embedded in the deck of the tank. A water proof junction box equipped with 6 switches and power on indicator lights (one for each aerator) will be positioned on the front end top drivers side of the tank (inset 14 inches from the side to accommodate for the front ladder) see figure #5 &amp; #13, ready for hook-up to electrical power from the cab of the truck (see picture #2). All electrical items used are to be heavy duty, weatherproof and designed for outdoor use. Receptacles are to be two pin trolling motor style, heavy duty, weather resistant and located as close to the aerator is as practical. Each electrical outlet shall be designed and secured for protection against personnel or other mechanical damage.</p>		
		<p><u>Drain Valves:</u> The tank shall have two 2 inch brass globe drain valves positioned at the bottom of the rear compartments and located within the screened aerator area. The valves should be able to be removed and/or replaced from the outside of the tank (see fig #1 &amp; 4 and picture #7).</p>		
		<p><u>Lifting Rings:</u> The tank shall have stainless steel lifting hardware mounted on each of the four corners and designed for the purpose of lifting the tank on and off the truck (see figure #8 &amp; picture #1).</p>		
		<p><u>Toe Rail:</u> The tank shall have a toe rail installed around the outside top edge of the sides and rear leaving an open section for the ladder mounting plate at the rear of the tank (see fig #10 and picture #4). This rail shall be 7/8 inch stainless marine style pipe securely attached to the tank with boat rail fittings. The top of the rail shall be two inches high from the top of the tank.</p>		
		<p><u>Accessories:</u> 1) Rear Ladder Mount: A 24 inch by 6 inch by 1/2 inch thick stainless steel plate shall be securely welded at the rear of the tank top deck and centered to be used to mount an access ladder. The steel plate shall have eight 1/2 inch diameter holes drilled and threaded for attaching the ladder as configured in figure # 5. Also see picture #5.</p>		
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WV-36  
REV. 10/81

STATE OF WEST VIRGINIA

**PURCHASING CONTINUATION SHEET**

VENDOR

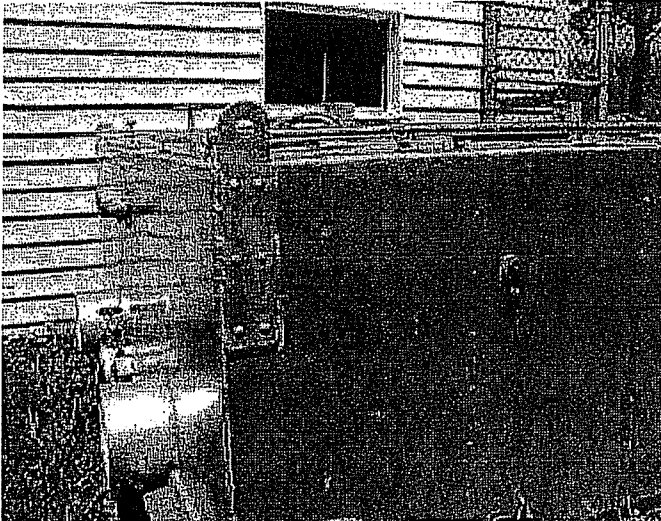
AQUANEERING, INC.

BUYER:	PAGE 6	Req. or PO# DNR80097
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Spending Unit:

DNR -

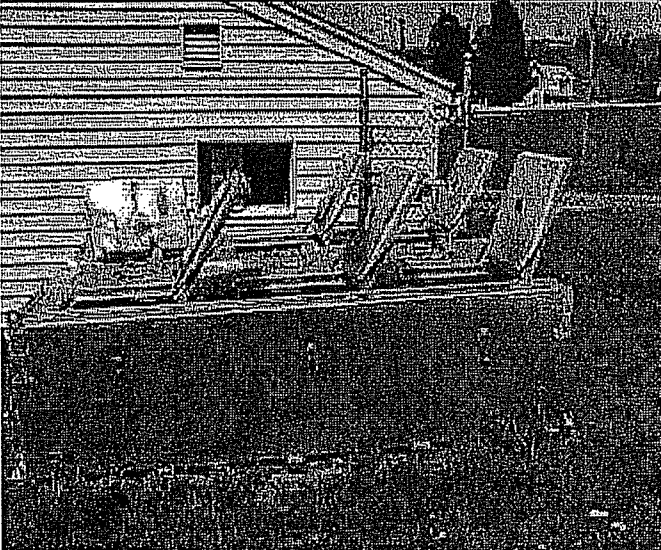
Item No:	Quantity	Description	Unit Price	Amount
		<p>2) Front Ladder Mount: A 12 inch by 3 inch by 1/2 inch thick stainless steel plate shall be securely welded at front drivers top corner of the tank deck (see figure #5). The steel plate shall have eight 1/2 inch diameter holes drilled and threaded for attaching the ladder as configured in Figure #5.</p> <p>3) WINCH MOUNT: A 14 inch by 6 inch by 1/2 inch thick stainless steel plate installed for the use of mounting a loading winch. This plate shall be center mounted between compartments #3,4,5 &amp; 6 and positioned longitudinal to the tank deck. (see figure #11) The plate must be anchored to the tank deck in a manner that will support an electric winch with a sideways pull of up to one hundred pounds. All anchoring hardware must be flush with the surface of the winch plate. The plate shall have four 1/2 inch holes drilled and threaded one inch in from each of the four corners to mount the winch (See figure #12 and picture #9).</p> <p>4) A 3/4 inch conduit shall be imbedded in the tank deck to supply a route for power to the winch. The conduit shall extend 3 inches out of the rear of the tank and have a 90 degree elbow facing up at the winch plate end (See figure #11 &amp; #12 and picture #7).</p> <p>Upon completion of the tank at the manufacturer's site the tank shall be filled with water for a minimum of 24 hours and checked for leaks. The tank will be tested at the delivery site in the same manner, any tank delivered to our hatchery site that leaks will be rejected. A written statement of <b>QUALITY ASSURANCE</b> is required by this state agency to insure the tank meets or exceeds all of the stated specifications.</p> <p>This tank shall be built and delivered to the designated hatchery location in no more than 120 days from the receipt of the purchase order. Should the delivery deadline be exceeded, the West Virginia Division of Natural Resources will impose a fine of \$50.00 per day.</p> <p>A written warranty for any manufacturing defects for a minimum of three years is required by the Division of Natural Resources, Wildlife section.</p>		
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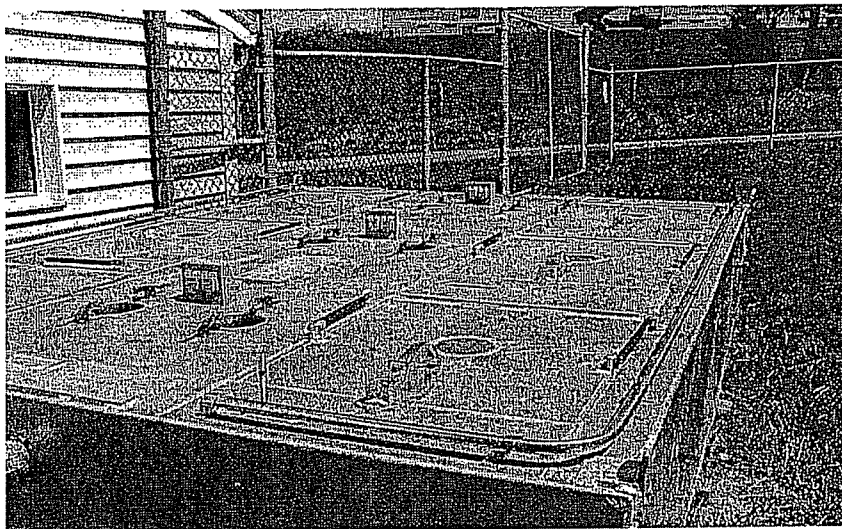
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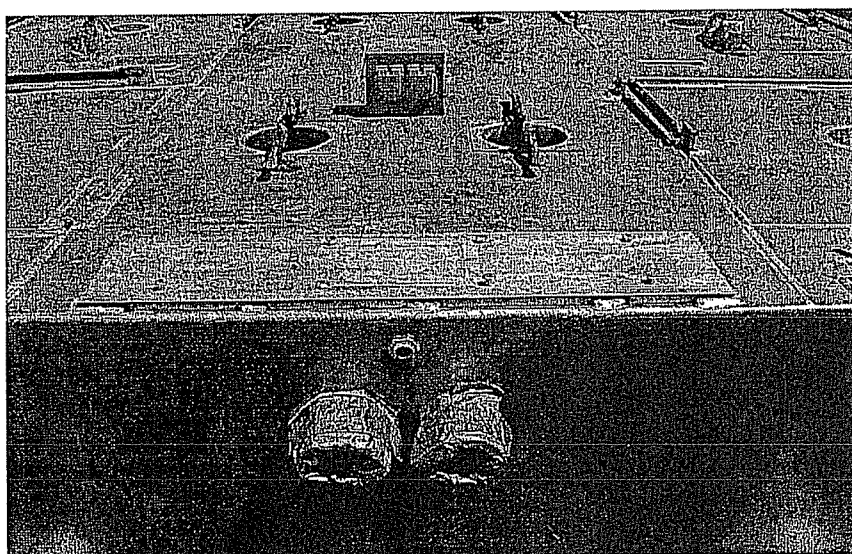
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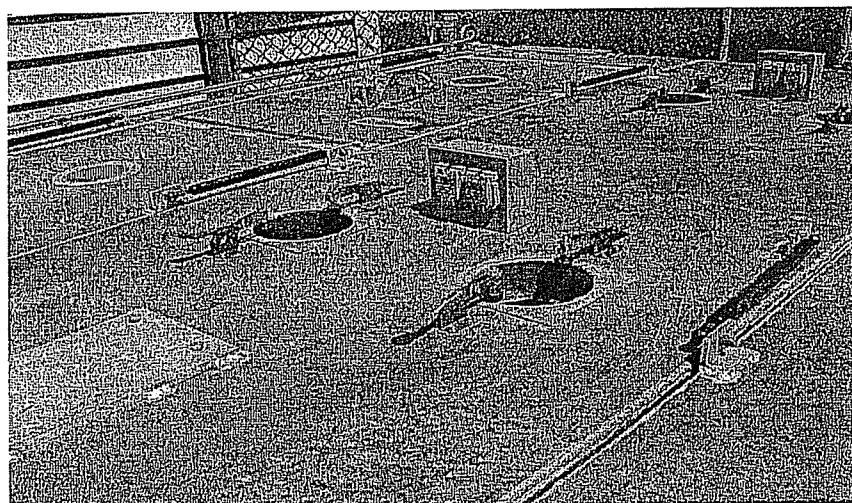
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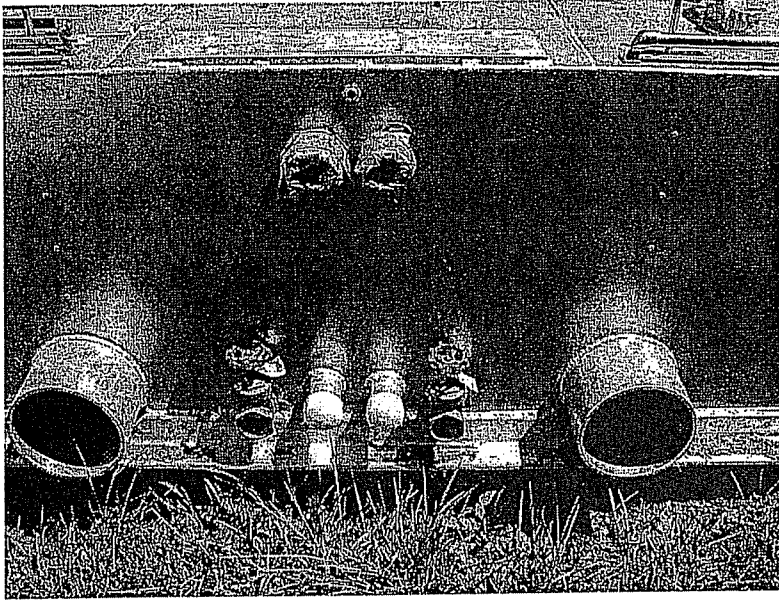
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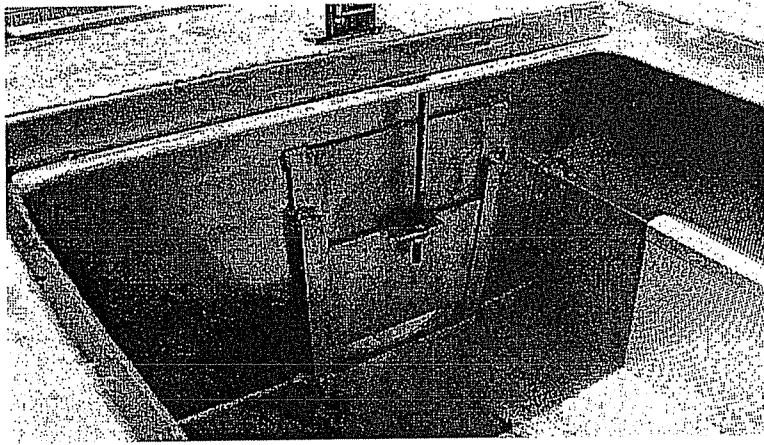
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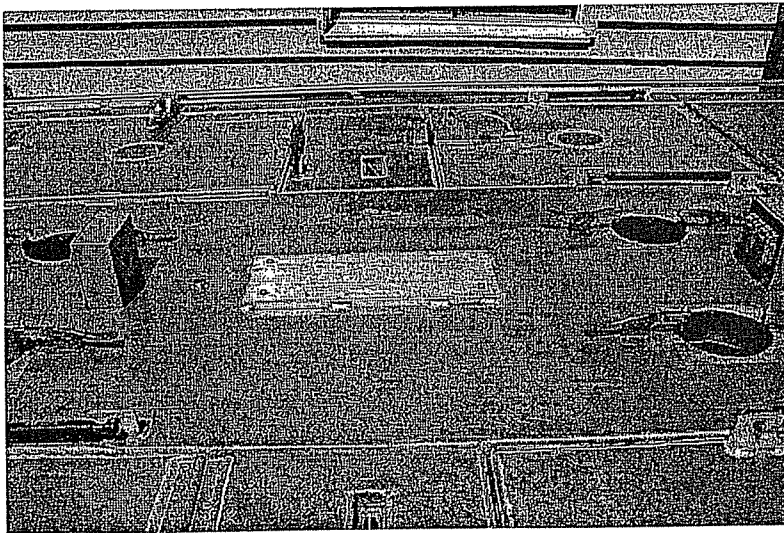
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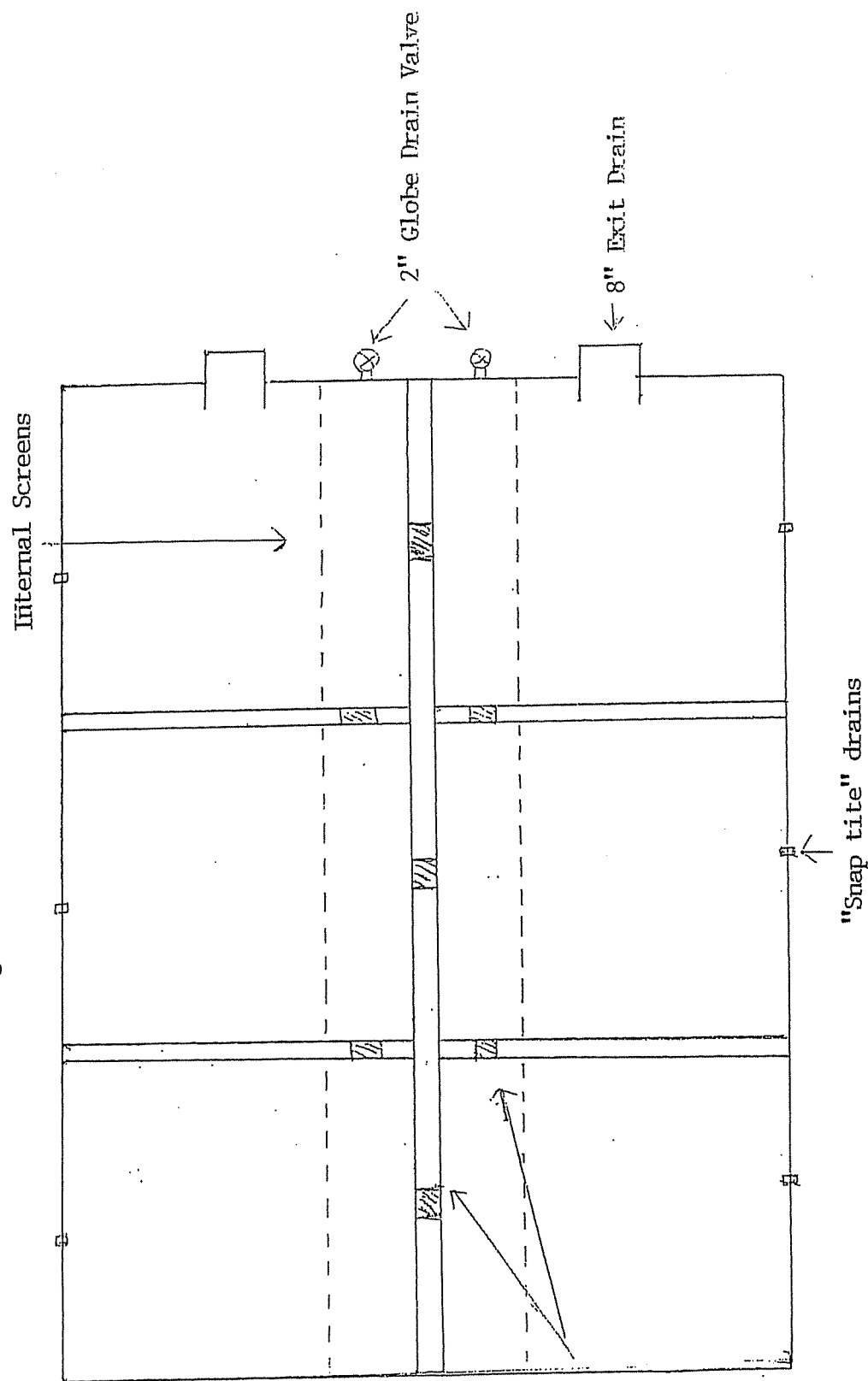


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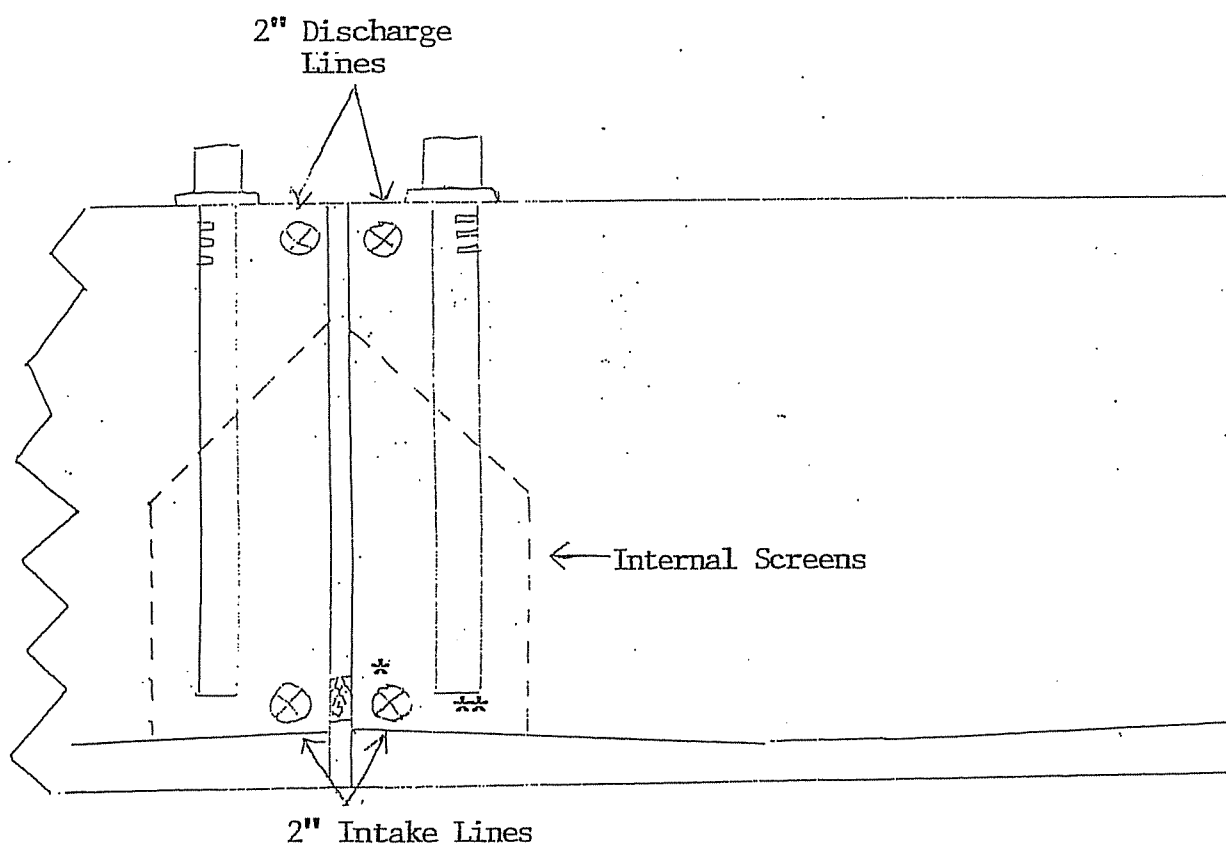
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Figure #1



3" Diameter water equalizing portals located as near to the bottom as possible.

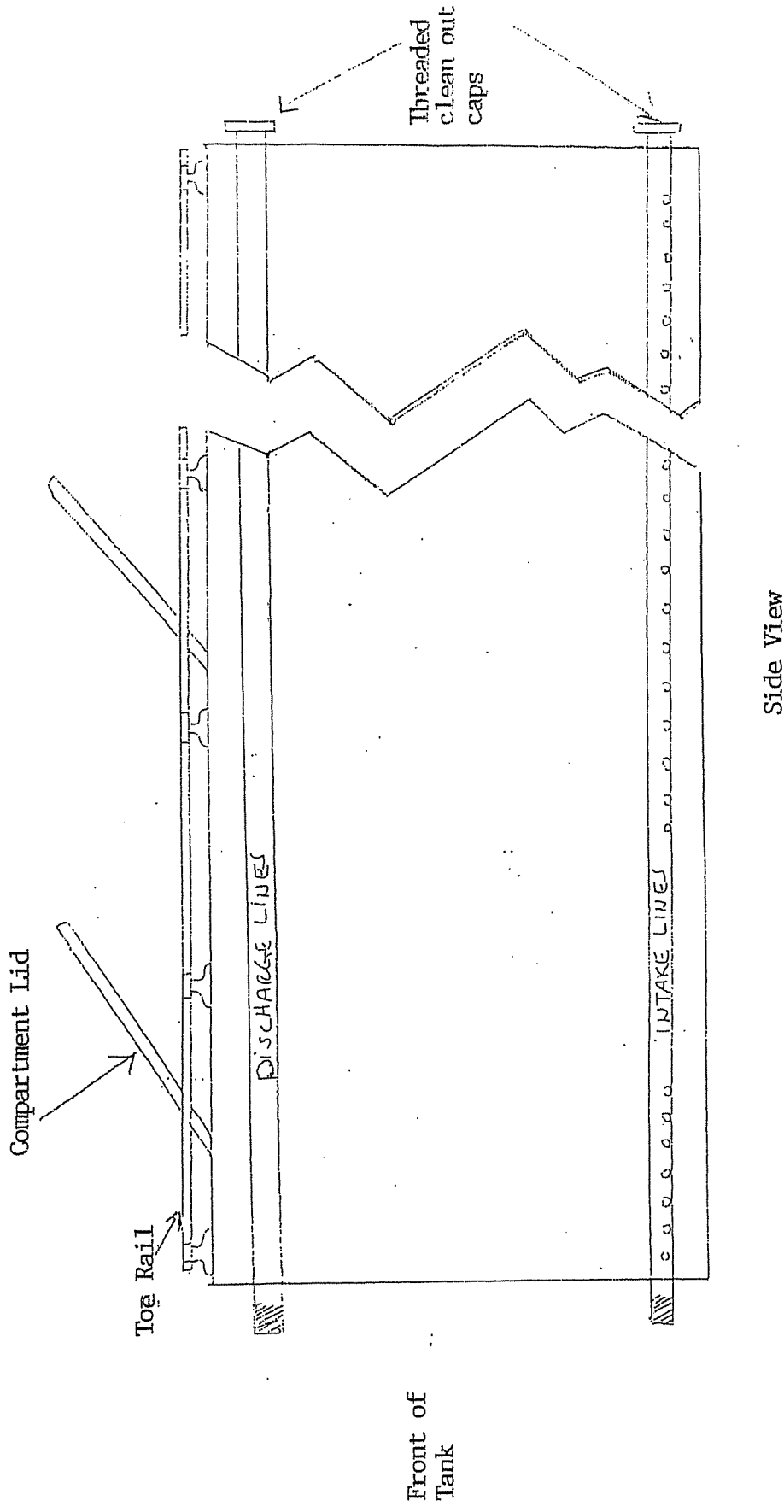
FIGURE# 2



Note: \*3" diameter portal between 2" intake lines

\*\*Aerator tubes must be 6" above tank floor  
and the impeller 2" from the bottom of the tube

FIGURE #3



Note: The rail must be installed on the sides and back of the tank.



FIGURE #4

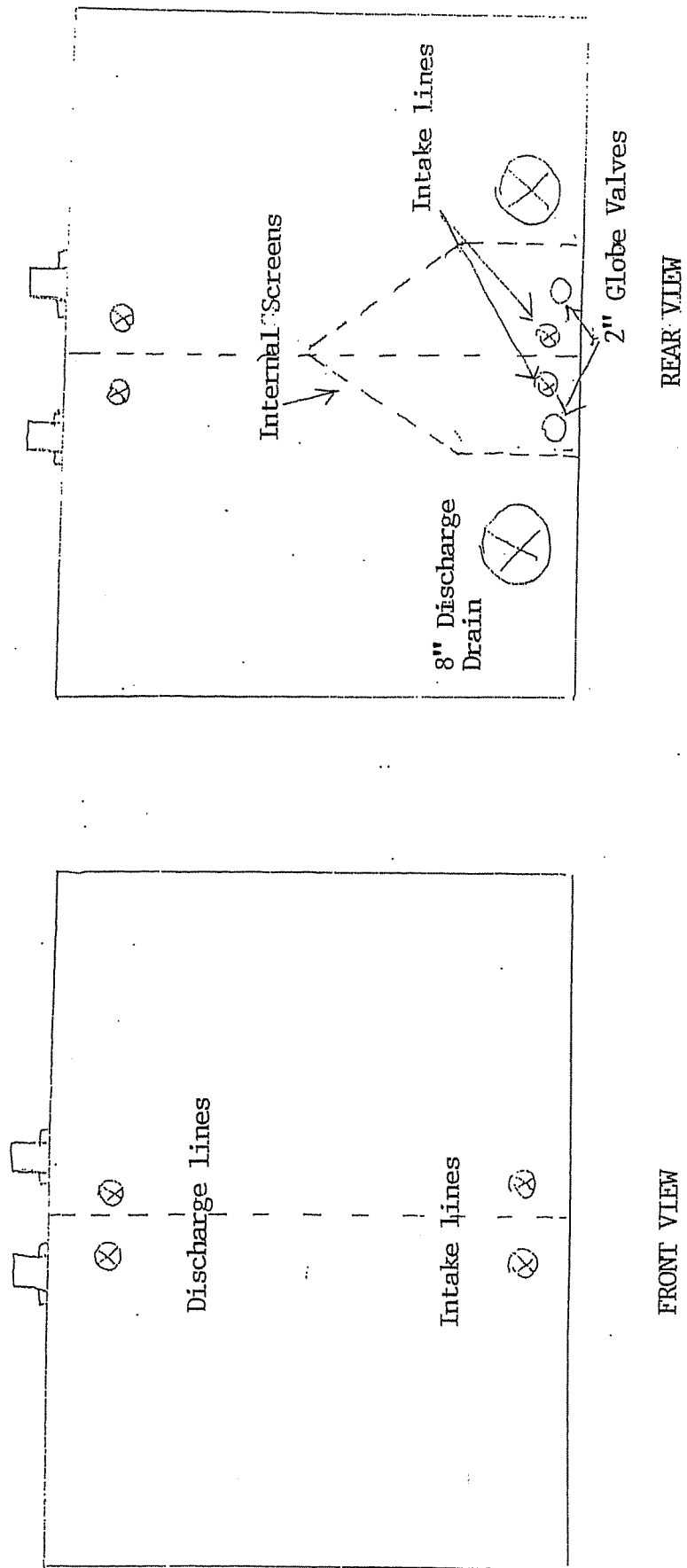


FIGURE #5

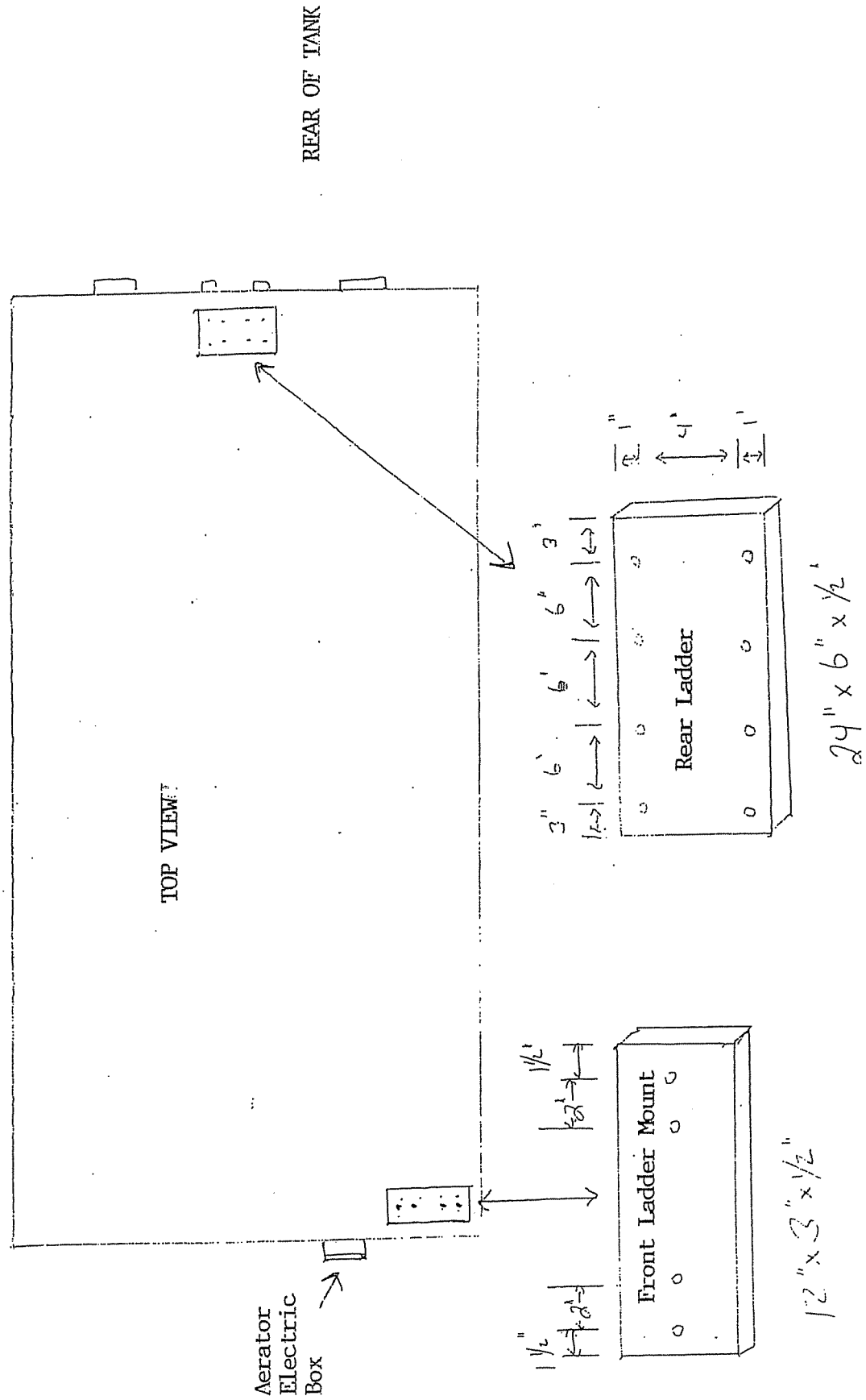


FIGURE #6

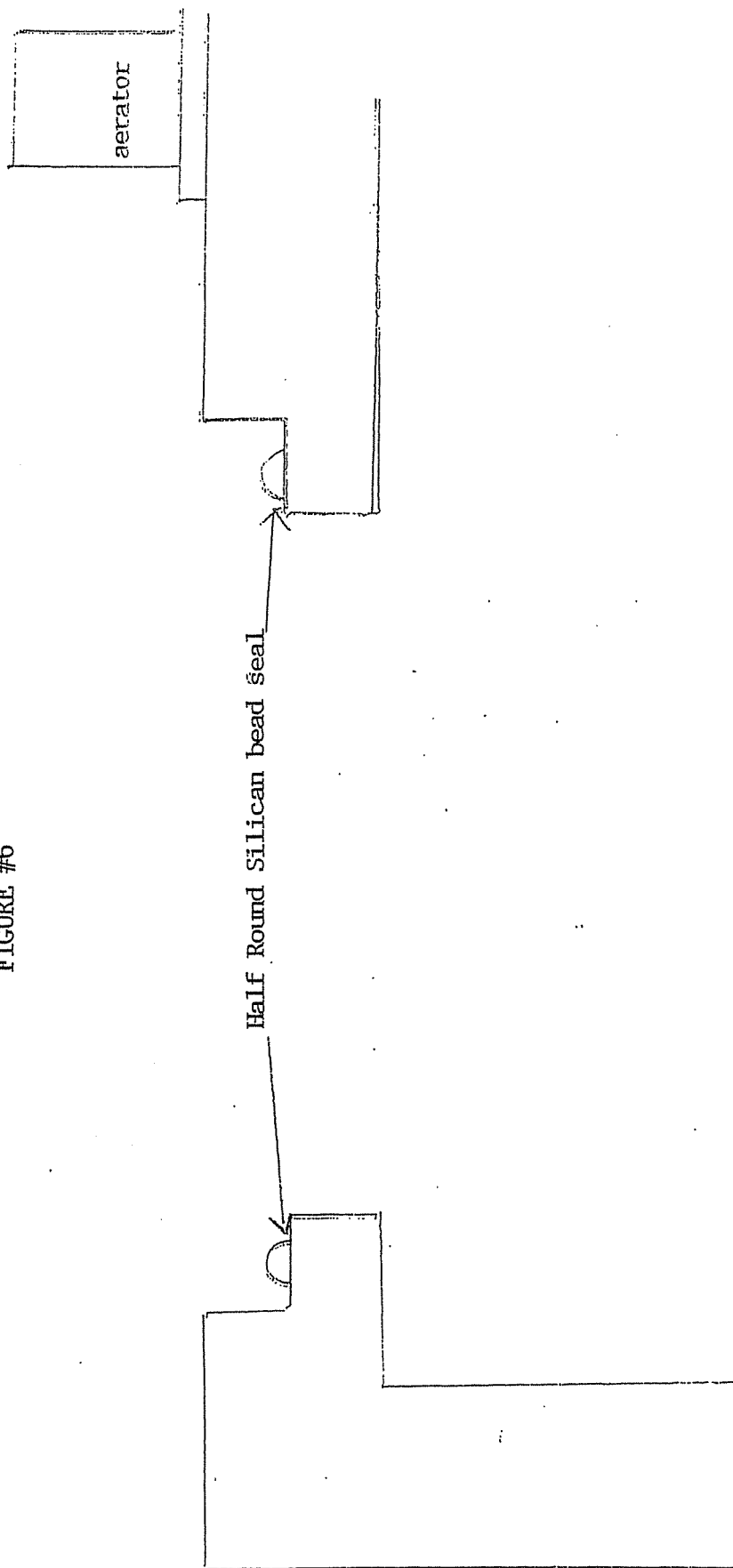


FIGURE #7

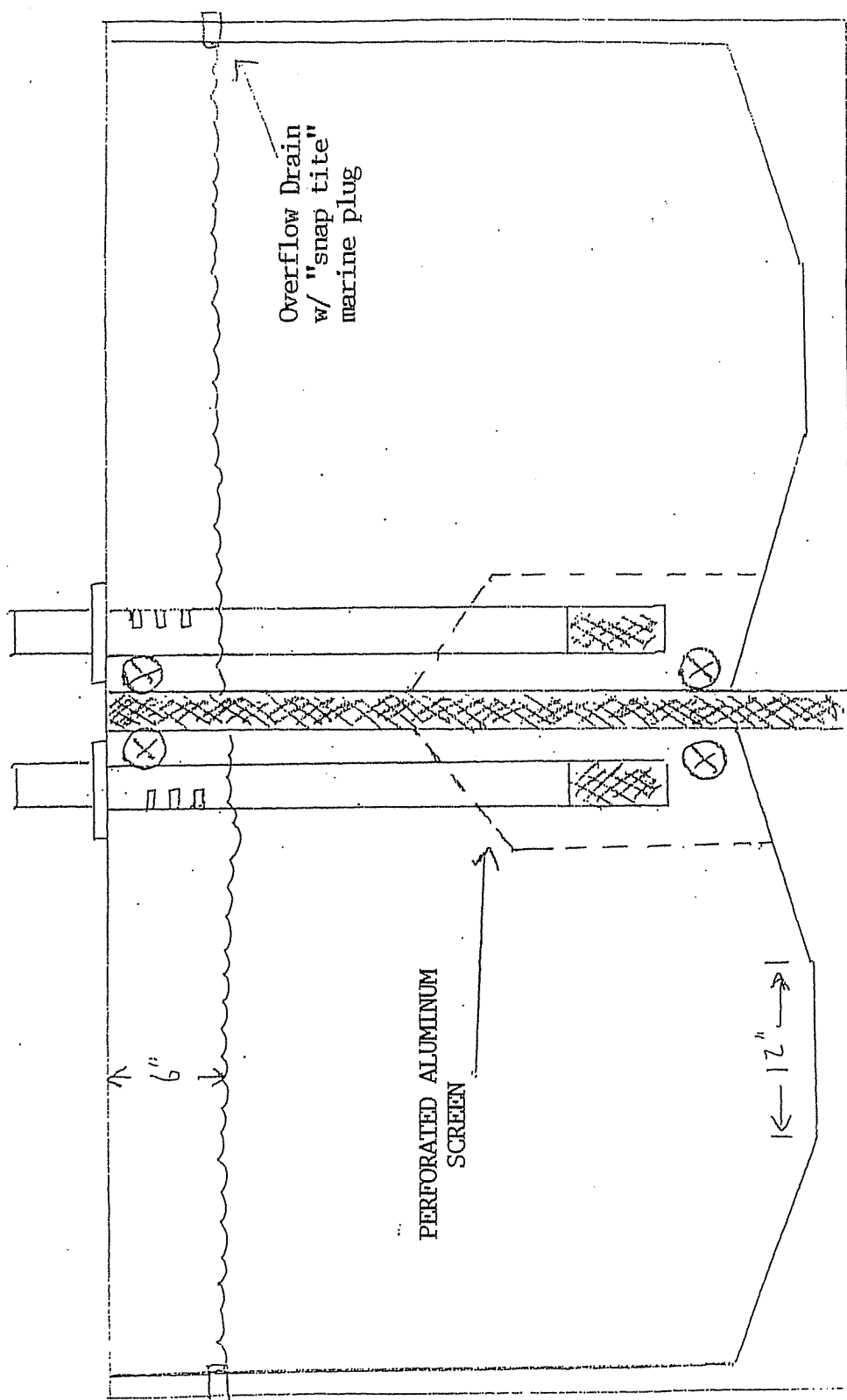


FIGURE #8

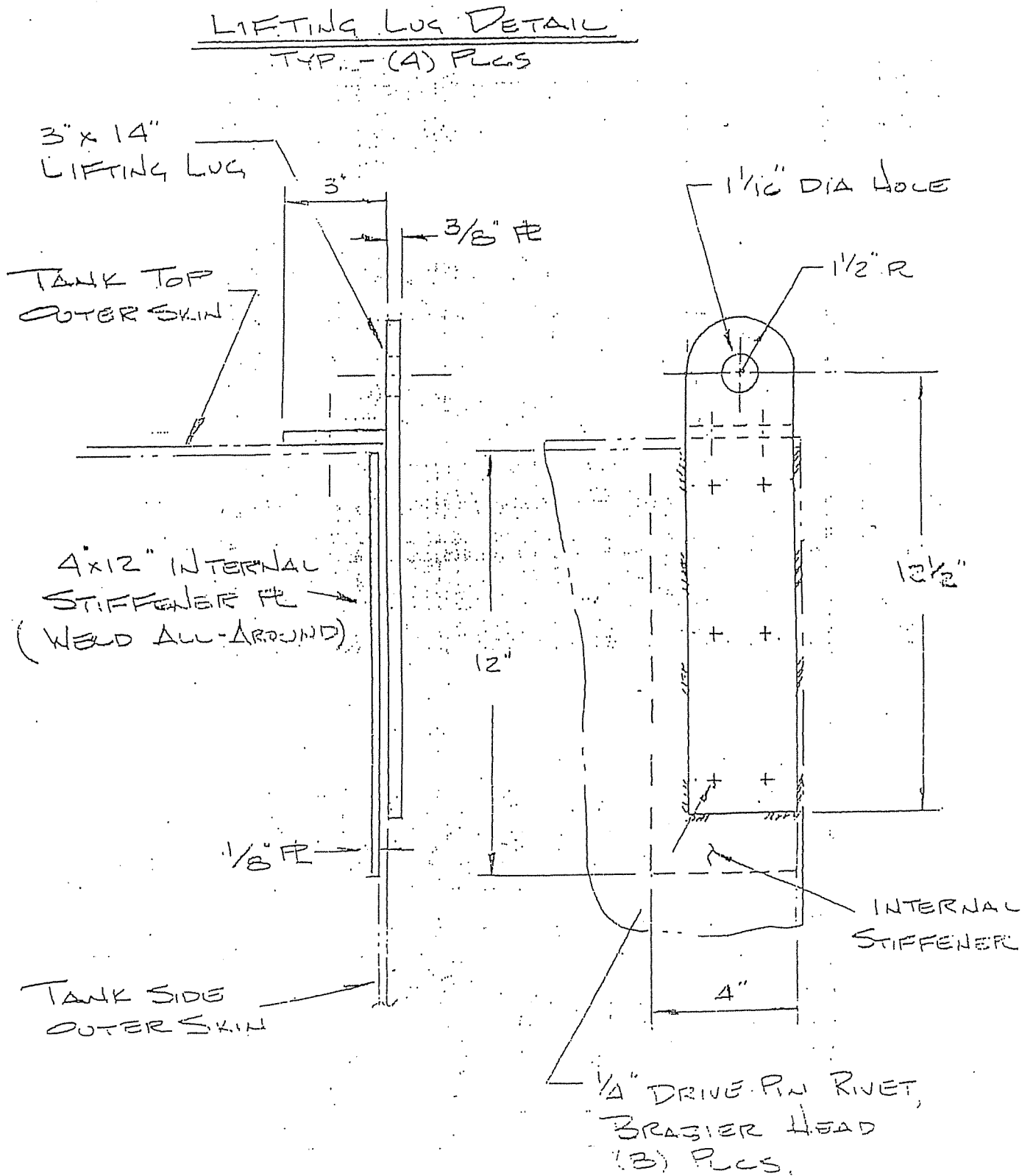


FIGURE #9

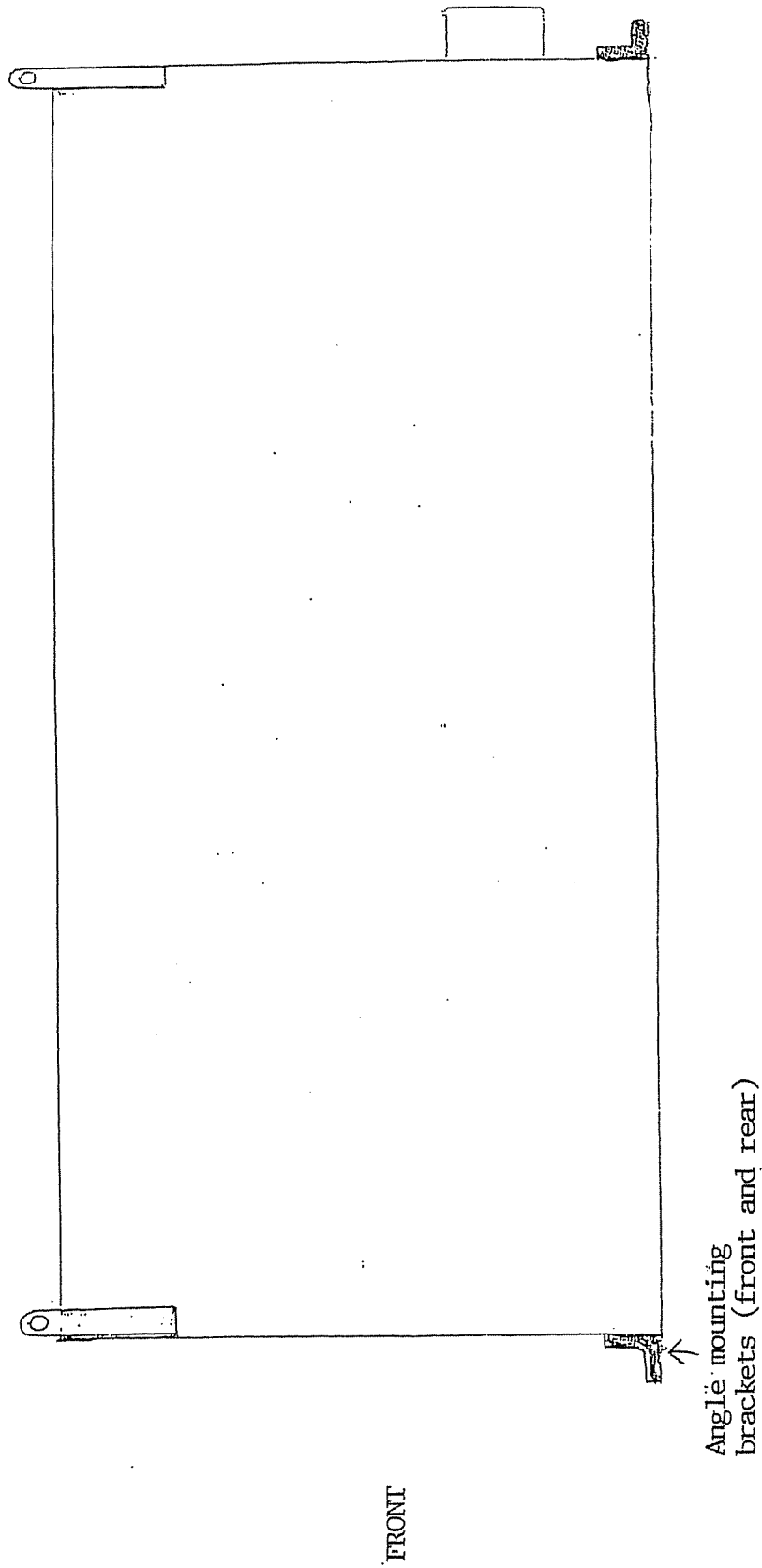


FIGURE #10

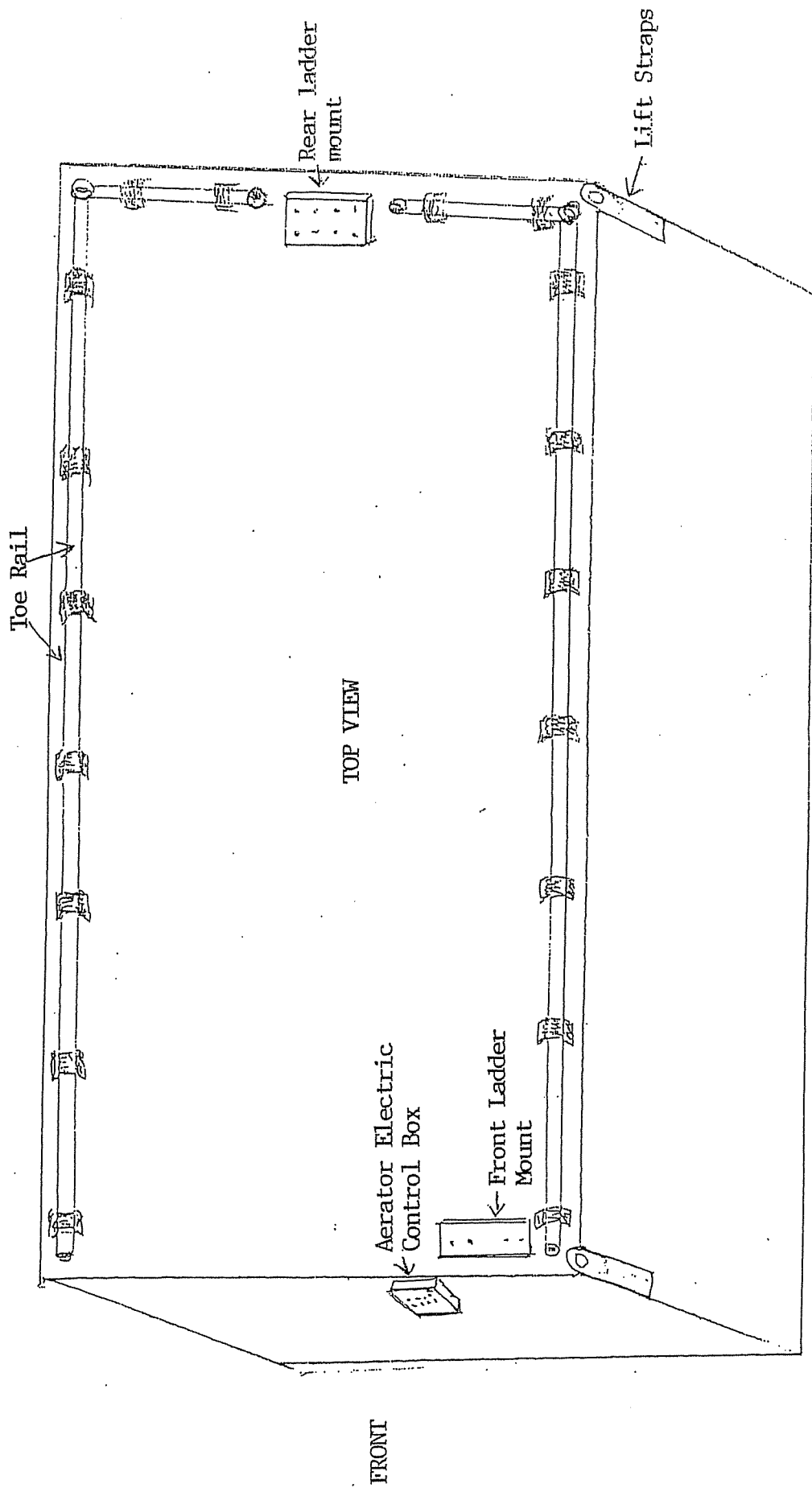


FIGURE #11

Winch plates to be centered

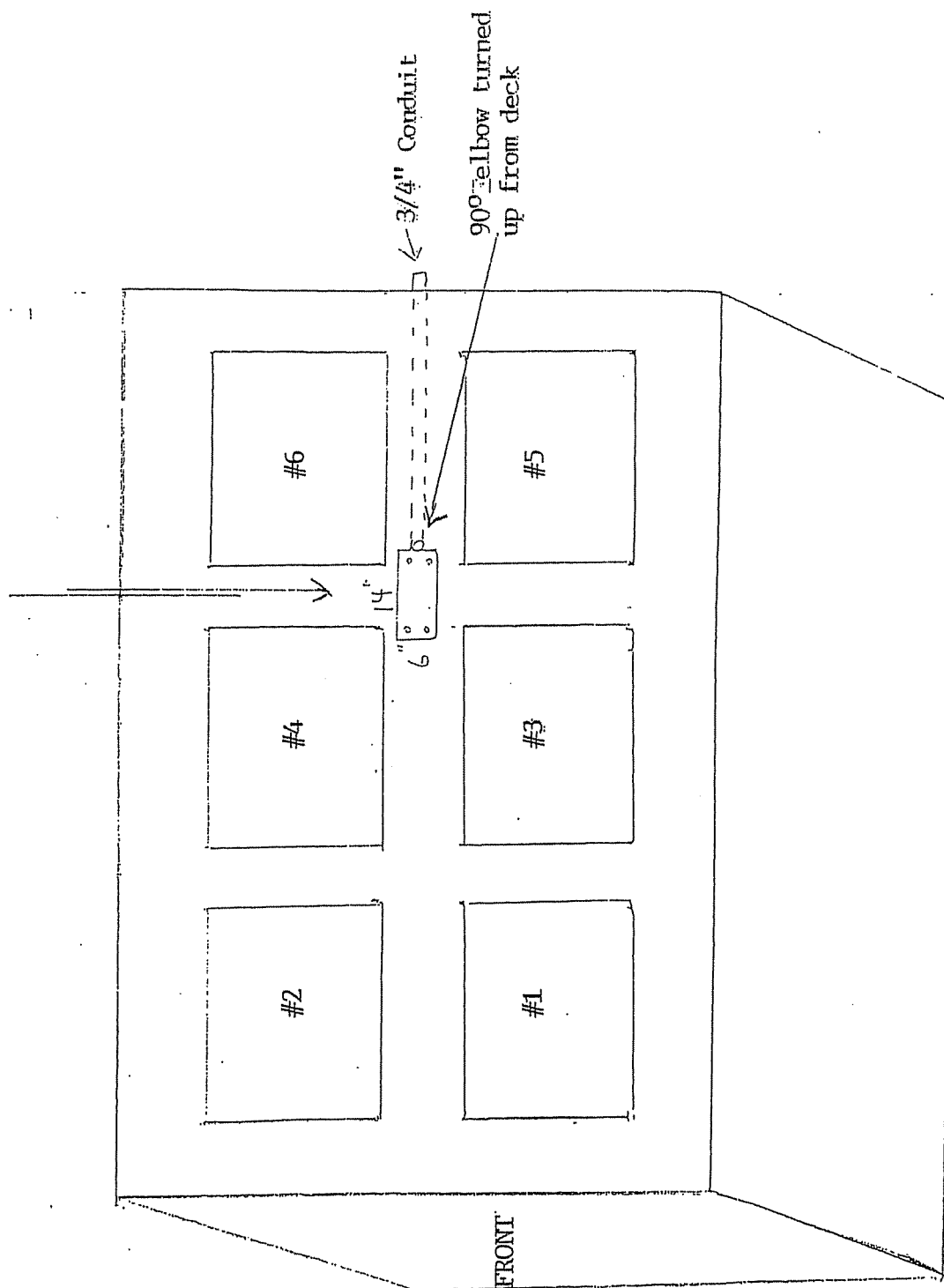




FIGURE #12

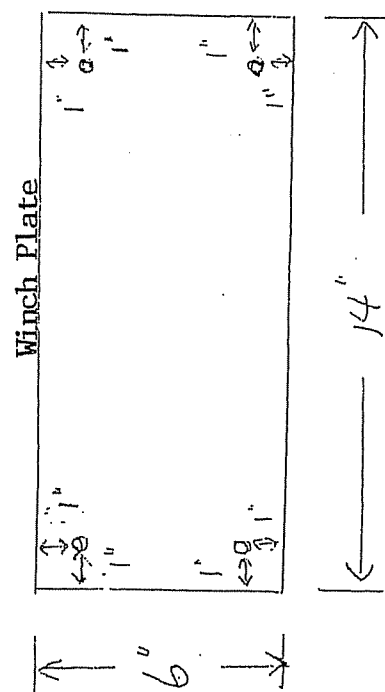
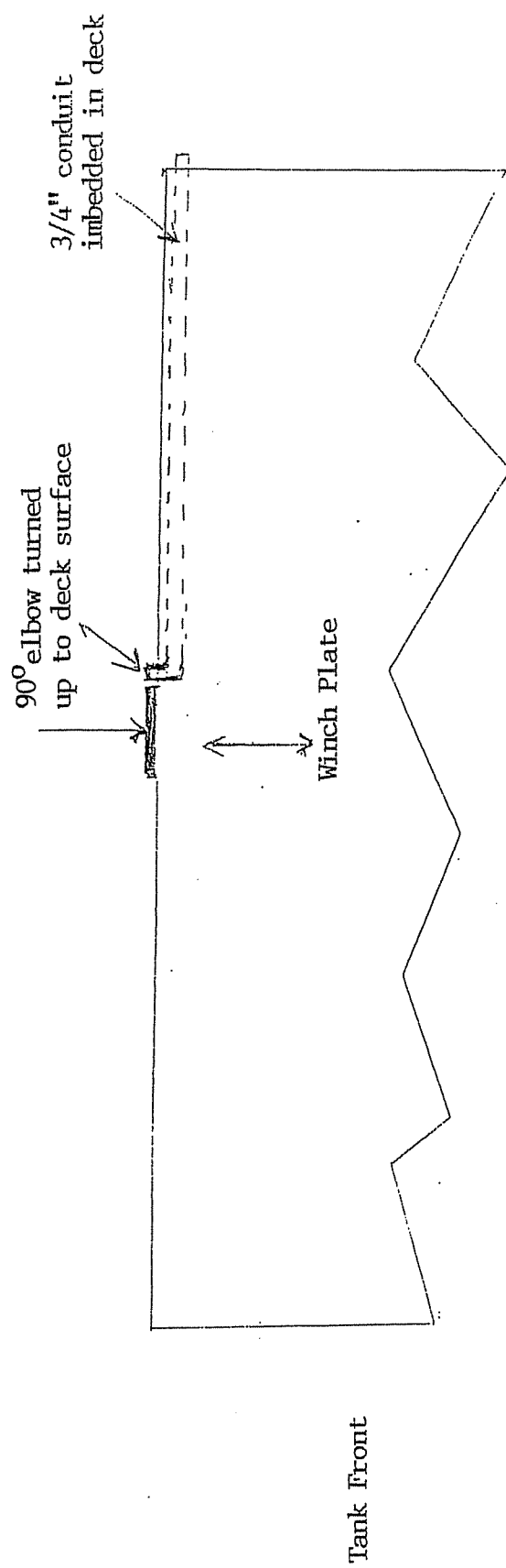
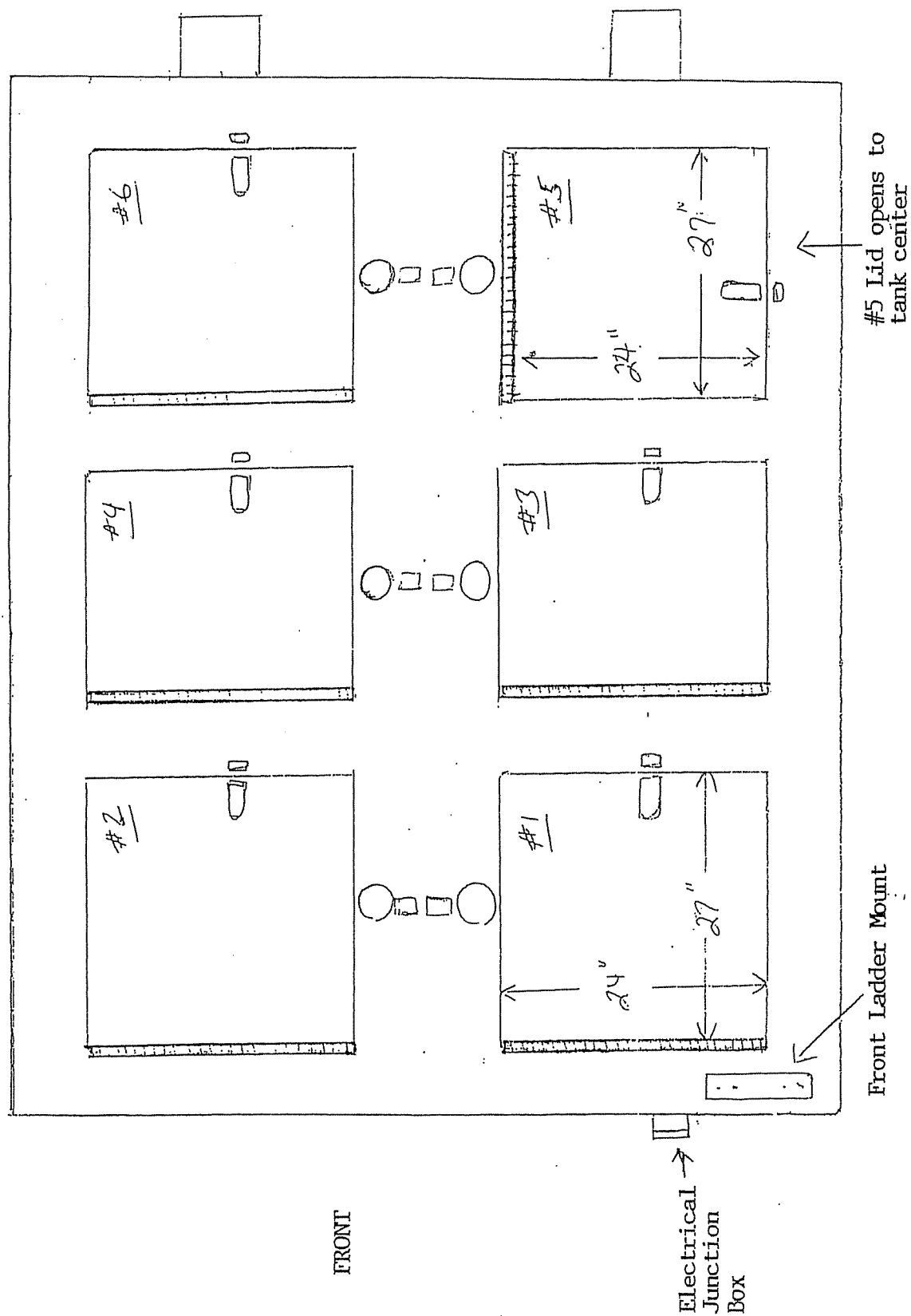


FIGURE #13





## INSULATED ALUMINUM LIVE HAUL TANK LIMITED WARRANTY

This warranty covers material and workmanship of Aquaneering, Inc. Insulated Aluminum Live Haul Tank(s).

Aquaneering, Inc. warrants the construction of (and components manufactured by Aquaneering for use in the construction of) the tank for a period no greater than 5 years. (This includes all structural components, such as walls, lids, compartments, insulation, dump gates, and drains). These components will be repaired or replaced by Aquaneering, Inc.

In the event that the product does not conform to this warranty at any time during the time warranty period from original purchase/installation, warrantor will repair the defect and return it to the customer at no extra charge.

Aerators, diffusers, and any other components not manufactured by Aquaneering and outsourced to a 3<sup>rd</sup> party supplier/manufacturer are not covered by the warranty of these systems. These parts have their own separate warranties from the manufacturer. Should any problems be experienced with any 3<sup>rd</sup> party parts, please consult Aquaneering, Inc. first. Aquaneering will manage all 3<sup>rd</sup> party warranty claims for the duration of the warranty of the component.

### SUPPORT

If within the warranty period Aquaneering, Inc. receives from the Buyer notice of any alleged defect in any such unit and if the unit is found not to be in conformity with this warranty, (the Buyer having provided Aquaneering, Inc. a reasonable opportunity to perform any appropriate test thereon) Aquaneering, Inc. will, as its sole option and expense, either repair the same or supply a replacement therefore. Aquaneering, Inc. in all instances shall have the right to service the unit on site by an Aquaneering technician. If it is deemed that the unit cannot be repaired on site, Aquaneering shall have the right to require the Buyer to deliver the unit for such repair or replacement to a designated service center and the Buyer shall pay all charges for inbound and outbound transportation and for services of any kind, diagnostic or otherwise, excepting only the direct and actual cost of unit repair or replacement as provided above.

### REPAIR

On repaired unit, any part actually repaired or replaced by Aquaneering, Inc. is warranted to be free from defects in material and workmanship for the time period originally applicable to the product.

### GENERAL

The Warranties of Aquaneering, Inc. do not cover and Aquaneering, Inc. makes no warranty with respect to:

1. Failure not reported to Aquaneering, Inc. within the warranty period as specified above.
2. Failures due to operation, either intentional or otherwise, above rated capacities or in an otherwise improper manner.
3. Unit which has in any way been tampered with or altered without Aquaneering's permission.
4. Under no circumstances shall Aquaneering, Inc. be liable for damages to persons or property.

4/18/05



8280 Clairemont Mesa Blvd #117, San Diego, CA 92111-1708 USA

Phone: 858-541-2028 Fax: 858-541-2048

Email: [info@aquaneering.com](mailto:info@aquaneering.com) Website: [www.aquaneering.com](http://www.aquaneering.com)

### CERTIFICATE OF QUALITY ASSURANCE

This certificate guarantees to the bearer, State of West Virginia Division of Natural Resources, that their tank (Purchase Order # RFQ DNR60043) has been guaranteed to meet or exceed the specifications set forth by the terms and provisions of said RFQ. All quality of workmanship and materials utilized in the construction of this tank have passed rigorous and thorough inspections, deeming them satisfactory for use in the manufacturing of said tank.

The tank has been subjected to the customer-requested water holding test of a period of no less than 24 hours, and upon subsequent verification that the tank has no leakage at seams or joints from Aquaneering personnel, has been approved to have met all conditions submitted by the customer. This tank is guaranteed to be in full and proper working order upon shipment from Aquaneering, Inc.

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Mark Francis/President

# A F F I D A V I T

**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: AQUANEERING, INC.

Authorized Signature:  Date: January 12, 2007