



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
DEP13967

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE
 KEMRON Environmental Services, Inc.
 5 Craddock Way
 Poca, WV 25159

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/18/2007				

BID OPENING DATE: **08/02/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO AWARD A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AND ASSESSMENTS AT DIFFERENT LOCATIONS IN CENTRAL WV, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS AND CONDITIONS, SCOPE OF WORK, AREAS OF COVERAGE, AND GENERAL CONDITIONS PER THE ATTACHED.</p> <p>IT IS PREFERRED THAT ALL CERTIFICATES REQUIRED PRIOR TO THE ISSUANCE OF THE PURCHASE ORDER/CONTRACT BE SUBMITTED BY THE SUCCESSFUL VENDOR WITHIN 48 HOURS OF THE INITIAL REQUEST.</p> <p>EXHIBIT 3:</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Clarence J. Smith* TELEPHONE: (304) 755-0999 DATE: 08/07/07

TITLE: Regional Manager FEIN: 11-2393978 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles J. Christ</i>	TELEPHONE (304) 755-0999	DATE 08/07/07
TITLE Regional Manager	FEIN 11-2393978	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles J. Oweib</i>	TELEPHONE (304) 755-0999	DATE 08/07/07
TITLE Regional Manager	FEIN 11-2393978	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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.</p> <p>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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>KEMRON Environmental Services, Inc.</u></p> <p>DATE: <u>08/07/07</u></p> <p>SIGNED: <u><i>Christy J. Pruitt</i></u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <u><i>Christy J. Pruitt</i></u>	TELEPHONE (304) 755-0999	DATE 08/07/07
TITLE Regional Manager	FEIN 11-2393978	ADDRESS CHANGES TO BE NOTED ABOVE

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				TITLE: Regional Manager		
<p>* 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)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13967</p> <p>BID OPENING DATE: 08/02/2007</p> <p>BID OPENING TIME: 1:30 PM</p>						

SIGNATURE <i>Charles F. Smith</i>			SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE (304) 755-0999	DATE 08/07/07
TITLE Regional Manager		FEIN 11-2393978		ADDRESS CHANGES TO BE NOTED ABOVE		

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 755-0990 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Christopher J. Amick, P.G., LRS -----						
***** THIS IS THE END OF RFQ DEP13967 ***** TOTAL:						<u>\$255,452.80</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Christopher J. Amick</i>	TELEPHONE (304) 755-0999	DATE 08/07/07
TITLE Regional Manager	FEIN 11-2393978	ADDRESS CHANGES TO BE NOTED ABOVE

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*709002252 04 304-755-0999
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 ROCK BRANCH INDUSTRIAL PARK
 POCA WV 25159

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DATE PRINTED 07/26/2007	TERMS OF SALE 08/07/2007	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 08/07/2007 BID OPENING TIME 01:30PM

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<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR UST REMOVAL IN CENTRAL COUNTIES OF WV TO CORRECT PAGE #16 OF THE SPECIFICATIONS. REVISED PAGE 16 CORRECTS LINE ITEM DESCRIPTIONS #14, 15, & 16 TO CORRECTLY MATCH LINE ITEMS #14, 15, & 16 ON THE BID SCHEDULE. PLEASE REPLACE THE ORIGINAL PAGE 16 OF THE SPECIFICATIONS WITH REVISED PAGE 16 AS ATTACHED.</p> <p>AN ADDITIONAL NOTE TO THOSE WHO DOWNLOADED THE RFQ FROM THE PURCHASING DIVISION WEBSITE: THE RFQ HAS BEEN RE-SCANNED IN ITS ENTIRETY AS SOME PAGES WERE OMITTED IN THE ORIGINAL SCAN. THE RFQ WAS COMPLETE FOR THOSE WHO WERE MAILED A HARD COPY.</p> <p>DUE TO THESE CHANGES AND REVISIONS, THE BID OPENING DATE HAS BEEN EXTENDED FROM 08/02/07 TO 08/07/07. BID OPENING TIME REMAINS 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Clarence J. Pruitt* TELEPHONE: (304) 755-0999 DATE: 08/07/07

TITLE: Regional Manager FEIN: 11-2393978 ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASING CONTINUATION SHEET

UST Removal -- Central WV

Buyer: CB-23	Page: 020	Req/PO: DEP13967
Spending Unit: WVDEP/DLR/OER		

Item No.	Quantity	Description	Unit Price	Amount
1	6,000	Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon)	\$0.46	\$2,760.00
2	500	Transportation of petroleum contaminated water, rinsate and/or product to disposal facility (per mile)	\$3.29	\$1,645.00
3	12	Purge vapors from UST to <10% LEL. (per tank)	\$418.00	\$5,016.00
4	12	Excavate and extract UST / piping from the ground. (per 1000 gallon tank volume)	\$1,635.00	\$19,620.00
5	12	Cut openings in UST and clean sludges from them. (per tank)	\$439.50	\$5,274.00
6	12	Dispose / scrap cleaned UST. (per tank)	\$108.00	\$1,296.00
7	12	Disposal of tank-cleaning sludges. (per drum)	\$297.00	\$3,564.00
8	300	Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on-site on 6 mil black plastic and cover with 6 mil black plastic. (per ton)	\$7.91	\$2,373.00
9	300	Disposal of petroleum-contaminated soil at a state approved landfill Unit price includes landfill tipping fees and etc. (per ton)	\$45.36	\$13,608.00
10	300	Petroleum Contaminated Soil Treatment at an Incineration or Bioremediation Facility. Unit price includes tipping fees and etc. (per ton)	\$45.68	\$13,704.00
11	100	Proper disposal of nonhazardous materials such as broken concrete slabs, piping & etc. (per ton)	\$24.85	\$2,485.00
12	100	Backfill excavations with crusher run. (per ton)	\$23.76	\$2,376.00
13	12	Mobilization and demobilization. (lump sum per site)	\$432.00	\$5,184.00
14	500	Asphalt disturbed excavation area. (per sq. ft)	\$39.96	\$19,980.00
15	100	Concrete disturbed excavation area (per cu. yd.)	\$151.20	\$15,120.00
16	500	Cutting and removal of asphalt or concrete (per sq. ft.)	\$15.12	\$7,560.00
17	5	Fill UST with concrete slurry (per 1000 gallon tank volume)	\$783.00	\$3,915.00

18	5	Fill UST with inert foam material (per 1000 gallons tank volume)	\$783.00	\$3,915.00
19	12	Direct Push Equipment (per day)	\$1,510.40	\$18,124.80
20	500	Direct Push Temporary Groundwater Sampler (per linear foot)	\$0.32	\$160.00
21	500	Direct Push Prepack well screen 1.4 inches OD (per linear foot)	\$13.93	\$6,965.00
22	500	Direct Push Prepack well screen 2.5 inches OD (per linear foot)	\$16.04	\$8,020.00
23	12	Low Flow Sampling Equipment (per day)	\$523.00	\$6,276.00
24	500	Well Abandonment-2 inch wells (per linear foot)	\$1.08	\$540.00
25	500	Well Abandonment-4 inch wells (per linear foot)	\$3.24	\$1,620.00
26	500	Borehole (and Corehole) abandonment (per linear foot)	\$3.45	\$1,725.00
27	10	IDW Disposal (per drum)	\$85.50	\$855.00
28	25	Dot 17-C Drums (each)	\$32.00	\$800.00
29	100	Laborer (per hour)	\$116.00	\$11,600.00
30	10	Enhanced Fluid Recovery (EFR) (per day)	\$2,130.00	\$21,300.00
31	12	Complete Reports and Submittal (each)	\$575.00	\$6,900.00
32	200	Hollow Stem Auger for 2 inch well (per linear ft.)	\$39.65	\$7,930.00
33	200	Hollow Stem Auger for 4 inch well (per linear ft.)	\$45.00	\$9,000.00
34	200	Installation of 2 inch monitoring well (per linear ft.)	\$23.30	\$4,660.00
35	200	Installation of 4 inch monitoring well (per linear ft.)	\$38.40	\$7,680.00
36	10	Backhoe Loader Cat 416 type or equivalent (per day)	\$864.00	\$8,640.00
37	200	Reclaim disturbed areas (per sq ft.)	\$1.00	\$200.00
38	100	Oxygen Releasing Compound Advanced Powder or equivalent (per lb.)	\$17.00	\$1,700.00

39	100	Reactivated Carbon (per lb.)	\$0.95	\$95.00
40	100	Spent Carbon Disposal (per lb.)	\$0.17	\$17.00
41	10	Combustible Gas/Oxygen Meter (per day)	\$50.00	\$500.00
42	10	Organic Vapor Analyzer (PID) (per day)	\$75.00	\$750.00

TOTAL =

\$255,452.80

Inquires concerning this RFQ shall be directed to:

Chuck Bowman
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305

(304) 558-2157 - Phone
(304) 558-4115 - Fax

STATE OF WEST VIRGINIA
Purchasing Division025**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

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

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

Authorized Signature: *Charles J. Smith* Date: 08/07/07

BID BOND

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KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, KEMRON ENVIRONMENTAL SERVICES, INC.
 of POCA, WEST VIRGINIA, as Principal, and NEW HAMPSHIRE INSURANCE
CO. of NEW YORK, NEW YORK, a corporation organized and existing under the laws of the State of PA
 with its principal office in the City of PHILADELPHIA, as Surety, are held and firmly bound unto the State
 of West Virginia, as Obligee, in the penal sum of _____ (\$ 5,000) 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 13967 REMOVAL OF UNDERGROUND STORAGE TANKS AND ASSESSMENTS AT DIFFERENT
LOCATIONS IN CENTRAL WEST VIRGINIA

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
 give 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
26 day of JULY, 2007.

Principal Corporate Seal

KEMRON ENVIRONMENTAL SERVICES, INC.

(Name of Principal)

By [Signature]

(Must be President or Vice President)

VICE PRESIDENT - FEA

(Title)

NEW HAMPSHIRE INSURANCE CO.

(Name of Surety)

GENE DEVINE [Signature]

Attorney-in-Fact

Surety Corporate Seal

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

New Hampshire Insurance Company
Principal Bond Office: 70 Pine Street,
New York, New York 10270

POWER OF ATTORNEY

No. 7
Issued: January 31, 2007

KNOW ALL MEN BY THESE PRESENTS:

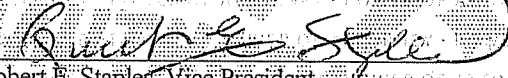
That New Hampshire Insurance Company, a Pennsylvania corporation does hereby appoint

--Gene P. Devine, of Rockville Centre, New York--

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby in the maximum amount of **\$15,000,000.00** per bond undertaking, recognizance and other contract of indemnity. This Power of Attorney shall remain in full force and effect until the expiration of one year from the issued date above-referenced.

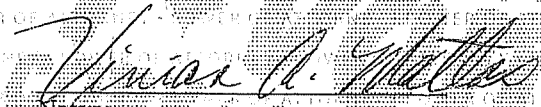
IN WITNESS WHEREOF New Hampshire Insurance Company has individually executed these presents

This 2nd day of March, 2007


Robert B. Staples, Vice President

State of Pennsylvania
County of Philadelphia ss.

On this 2nd day of March, 2007, before me came the above-named officer of New Hampshire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.


Notary

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
VIVIAN A. MATTOX, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 28, 2009

CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of the New Hampshire Insurance Company

"**RESOLVED**, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

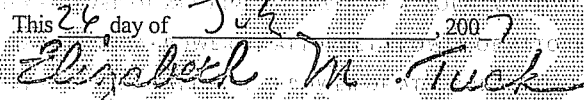
"**RESOLVED**, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"**RESOLVED**, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

"**RESOLVED**, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of the New Hampshire Insurance Company, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation.

This 24 day of July, 2007

Elizabeth M. Tuck, Secretary

New Hampshire Insurance Company

Executive Offices
70 Pine Street
New York, NY 10270

STATUTORY FINANCIAL STATEMENT

as of DECEMBER 31, 2006

<u>ASSETS</u>		<u>LIABILITIES</u>	
Bonds	1,977,638,899	Reserve for Losses and Loss Expense	1,745,751,385
Stocks.....	579,904,241	Reserve for Unearned Premiums.....	579,456,578
Collateral Loans.....	-	Reserve for Expenses, Taxes, Licenses and Fees.....	24,856,509
Cash & Short-Term Investments.....	50,749,214	Provision for Reinsurance	17,771,509
Agents' Balances or Uncollected Premiums...	110,234,750	Funds Held Under Reinsurance	
Funds Held by Ceding Reinsurers	1,902,083	Treaties	31,527,878
Reinsurance Recoverable on Loss Payments.	67,657,669	Other Liabilities.....	572,529,625
Equities & Deposits in Pools & Associations.	119,252,007	Capital Stock.....	5,325,085
Other Admitted Assets	<u>1,083,941,773</u>	Surplus	<u>1,023,961,887</u>
TOTAL ASSETS	<u>4,001,180,436</u>	TOTAL POLICYHOLDERS' SURPLUS	1,029,286,952
		TOTAL LIABILITIES AND POLICYHOLDERS' SURPLUS	<u>4,001,180,436</u>

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners.
Securities carried at \$162,013,877 in the above statement are deposited as required by law or otherwise pledged.

CERTIFICATE

Kristian P. Moor, President, and Richard T. Pisano, Comptroller, of New Hampshire Insurance Company being duly sworn, each for himself deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2006, the Company actually possessed the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2006, according to the best of their information, knowledge and belief respectively.



President



Comptroller

STATE OF NEW YORK
COUNTY OF NEW YORK

} ss.:

On this ___ day of April 20, 2007, before me came the above named officers of New Hampshire Insurance Company to me known to be the individuals and officers described herein, and acknowledged that they executed the foregoing instrument and affixed the seal of said corporation thereto by authority of their office.