



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

**Request for  
 Quotation**

RFO NUMBER  
 DEP14598

PAGE  
 1

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

\*709002252 04 304-755-0999  
 KEMRON ENVIRONMENTAL SERVICES  
 #5 CRADDOCK WAY  
 ROCK BRANCH INDUSTRIAL PARK  
 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 | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 03/06/2009   |               |          |        |               |

BID OPENING DATE: 04/29/2009 BID OPENING TIME 01:30PM

| LINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | QUANTITY | UCP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES<br><br>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR THE RETROFIT AND OPERATION & MAINTENANCE OF A REMEDIATION SYSTEM LOCATED ON THE ADKINS PROPERTY IN CROSS LANES, KANAWHA COUNTY, WEST VIRGINIA, PER THE FOLLOWING BID REQUIREMENTS, TERMS & CONDITIONS, SPECIFICATIONS, AND THE ATTACHED BID SCHEDULE.<br><br>A MANDATORY ON-SITE PRE-BID MEETING IS SCHEDULED FOR THURSDAY, APRIL 02, 2009, AT 10:30 AM. DIRECTIONS TO THE SITE ARE CONTAINED IN THE ATTACHED SPECIFICATIONS. FAILURE TO ATTEND THIS MANDATORY MEETING WILL RESULT IN THE DISQUALIFICATION OF VENDOR'S SUBMITTED BID PROPOSAL.<br><br>EXHIBIT 5<br><br>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK T SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WIT |          |     |        |             |            |        |

RECEIVED  
 2009 MAY -7 PM 12:16  
 WV PURCHASING DIVISION

|                                           |                           |                                   |  |
|-------------------------------------------|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                           |                                   |  |
| SIGNATURE<br><i>Cliff J. Crisik</i>       | TELEPHONE<br>304-755-0999 | DATE<br>05/07/09                  |  |
| TITLE<br>Regional Manager                 | FEIN<br>11-2393978        | 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Purchasing Division  
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| <p>THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT 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 PRESTON COUNTY, PURSUANT WAGE RATES APPLY TO THIS PROJECT)</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</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Charles A. David</i> | TELEPHONE<br>304-755-0999 | DATE<br>05/07/09                  |
| TITLE<br>Regional Manager            | FEIN<br>11-2393978        | ADDRESS CHANGES TO BE NOTED ABOVE |

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| COVERAGE REQUIRED IS \$250,000.<br><br>( ) 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.<br><br>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.<br><br>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.<br><br>REV. 11/00<br><br>EXHIBIT 7<br><br>DOMESTIC ALUMINUM GLASS & STEEL IN PUBLIC WORKS PROJECTS<br><br>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 |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Charles A. Smith</i> | TELEPHONE<br>304-755-0999 | DATE<br>05/07/09                  |
| TITLE<br>Regional Manager            | FEIN<br>11-2393978        | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>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 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> |          |     |        |             |            |        |

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Charles J. Clark* TELEPHONE 304-755-0999 DATE 05/07/09

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

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| <p>PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> |          |     |        |             |            |        |

|                                           |                           |                                   |  |
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| SIGNATURE<br><i>Charles J. Carick</i>     | TELEPHONE<br>304-755-0999 | DATE<br>05/07/09                  |  |
| TITLE<br>Regional Manager                 | FEIN<br>11-2393978        | ADDRESS CHANGES TO BE NOTED ABOVE |  |

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| <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 ..... <input checked="" type="checkbox"/> .....</p> <p>NO. 2 ..... .....</p> <p>NO. 3 ..... .....</p> <p>NO. 4 ..... .....</p> <p>NO. 5 ..... .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Charles J. Pruitt</i> ..... SIGNATURE</p> <p>..... KEMRON Environmental Services, Inc. .... COMPANY</p> <p>..... 05/07/09 ..... DATE</p> |          |     |        |             |            |        |
| REV. 11/96                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |     |        |             |            |        |

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| SIGNATURE<br><i>Charles J. Pruitt</i>     | TELEPHONE<br>304-755-0999 | DATE<br>05/07/09                  |
| TITLE<br>Regional Manager                 | FEIN<br>11-2393978        | ADDRESS CHANGES TO BE NOTED ABOVE |

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| LINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | QUANTITY | UQP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|--------|-------------|------------|--------|
| <p><b>CONTRACTORS LICENSE</b></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> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... KEMRON Environmental Services, Inc. ....</p> <p>CONTRACTORS LICENSE NO.: ..... WV030188 .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;"><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, 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</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Charles A. Quinn</i> | TELEPHONE<br>304-755-0999 | DATE<br>05/07/09                  |
| TITLE<br>Regional Manager            | FAX<br>11-2393978         | 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  
 DEP14598

PAGE  
 8

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

VENDOR

\*709002252 04 304-755-0999  
 KEMRON ENVIRONMENTAL SERVICES  
 #5 CRADDOCK WAY  
 ROCK BRANCH INDUSTRIAL PARK  
 POCA WV 25159

SHIP TO

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 |
|--------------|---------------|----------|-----|---------------|
| 03/06/2009   |               |          |     |               |

BID OPENING DATE: 04/29/2009 BID OPENING TIME 01:30PM

| LINE                                                                                                                                                                   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|--------|-------------|------------|--------|
| DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.                                                                                                             |          |     |        |             |            |        |
| BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. |          |     |        |             |            |        |
| REV. 1/2005                                                                                                                                                            |          |     |        |             |            |        |
| NOTICE                                                                                                                                                                 |          |     |        |             |            |        |
| A SIGNED BID MUST BE SUBMITTED TO:                                                                                                                                     |          |     |        |             |            |        |
| DEPARTMENT OF ADMINISTRATION<br>PURCHASING DIVISION<br>BUILDING 15<br>2019 WASHINGTON STREET, EAST<br>CHARLESTON, WV 25305-0130                                        |          |     |        |             |            |        |
| THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:                                                                  |          |     |        |             |            |        |
| SEALED BID                                                                                                                                                             |          |     |        |             |            |        |
| BUYER: CB-23                                                                                                                                                           |          |     |        |             |            |        |
| REQ. NO.: DEP14598                                                                                                                                                     |          |     |        |             |            |        |
| BID OPENING DATE: 04/29/2009                                                                                                                                           |          |     |        |             |            |        |
| BID OPENING TIME: 1:30 PM                                                                                                                                              |          |     |        |             |            |        |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY                                                                                                                    |          |     |        |             |            |        |

|                                      |                    |                                   |                  |
|--------------------------------------|--------------------|-----------------------------------|------------------|
| SIGNATURE<br><i>Charles J. Davis</i> |                    | TELEPHONE<br>304-755-0999         | DATE<br>05/07/09 |
| TITLE<br>Regional Manager            | FEIN<br>11-2393978 | 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

RFO NUMBER:  
 DEP14598

PAGE:  
 9

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

PROPERTY

\*709002252 04 304-755-0999  
 KEMRON ENVIRONMENTAL SERVICES  
 #5 CRADDOCK WAY  
 ROCK BRANCH INDUSTRIAL PARK  
 POCA WV 25159

SHIP TO

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 |
|--------------|---------------|----------|-----|---------------|
| 03/06/2009   |               |          |     |               |

BID OPENING DATE: 04/29/2009 BID OPENING TIME: 01:30PM

| LINE                                                                                                                                                                                       | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|--------|-------------|------------|---------------------|
| TO CONTACT YOU REGARDING YOUR BID:<br>-----<br>304-755-0990<br>-----<br>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT<br>CONCERNING THIS QUOTE:<br>-----<br>Christopher J. Amick<br>----- |          |     |        |             |            |                     |
| ***** THIS IS THE END OF RFQ DEP14598 ***** TOTAL:                                                                                                                                         |          |     |        |             |            | <u>\$ 27,170.00</u> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                          |                           |                                   |
|------------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Christopher J. Amick</i> | TELEPHONE<br>304-755-0999 | DATE<br>05/07/09                  |
| TITLE<br>Regional Manager                | FEIN<br>11-2393978        | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**RFQ# DEP14598**  
**INFORMATION FOR BIDDERS**

The State of West Virginia, Department of Environmental Protection, Office of Environmental Remediation is requesting quotes for retrofitting, operation and maintenance of a groundwater remediation system at a leaking underground storage tank cleanup site at Adkins Property, Cross Lanes, West Virginia. There will be no engineering services for this contract.

**BACKGROUND**

It is the intent of this contract to retrofit a groundwater remediation system according to the specifications set forth in this RFQ, startup system and conduct at least one year of operation and maintenance of the system.

**SERVICES REQUIRED**

The WVDEP/OER is requesting quotes for retrofitting, operation and maintenance of a groundwater remediation system at a leaking underground storage tank cleanup site.

A mandatory Pre Bid Conference will be held on site at Route 622 (Big Tyler Road). Meet at the east side of the parking lot at the Perrow Church at 5345 Big Tyler Road, Cross Lanes, WV. Coordinates of the site are: **38°25'51.82"N 81°46'26.78"W**.

- **Directions from Charleston**

From Charleston (westbound), take I-64 towards Huntington. There is only one westbound exit at Cross Lanes (exit 47). Turn right at the end of the exit ramp and follow Goff Mountain Road until you reach the stop light. Continue straight through the light (this is Big Tyler Road) and the church is approximately 2 miles and will be on the right.

- **Directions from Huntington and the Teays Valley Area**

From Huntington and the Teays Valley area (eastbound), take I-64 towards Charleston. At Cross Lanes, there are two exits; take the second exit, exit 47B. The road will circle around and take you over the interstate, where you will come to the first stoplight. Go straight through the light (the right-hand lane), and follow the road (Goff Mountain Road) until you reach the next light. At the next light, go straight through the light again (Big Tyler Road) and follow Big Tyler Road (route 622). The church is approximately 2 miles and will be on your right.

The WVDEP/OER shall be responsible for retaining the right of entries. The WVDEP/OER shall be responsible for collection and analyses of soil and water samples during closure activities.

The Contractor will be responsible for complying with any and all health and safety requirements related to the work, including but not limited to, employees, traffic control, and utility location verification, if needed. The Contractor will be responsible for contacting Miss Utility. The

Contractor will also be held responsible for all cost associated for replacing or repairing any utilities damaged by the Contractor. WVDEP will not reimburse Contractor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons. Contractor shall also be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits, if needed.

The Contractor shall be responsible for paying and/or securing all taxes, permits, fees, compensation, and any other items necessary to render and hold the WVDEP and the property owner free and harmless from all claims arising from services performed under this contract.

The Contractor shall take such steps as are required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure technical compliance.

In accomplishing services to fulfill the requirements of this RFQ, neither the Contractor nor his subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

It is the responsibility of the contractor to pay his or her employees the prevailing wage rate for the county in which they are working. A certified payroll may be requested.

Contractor's critical personnel at the job site shall have completed the mandatory 40 hour health and safety training course, with annual refresher, in accordance with the requirements of the Occupational Safety and Health Administration 29CFR 1910.120.

Contractor must submit all critical certified personnel's full name and date of 8 hr. refresher course for 40-hour health and safety training course.

**Sample:**

|                                                              |               |                       |       |
|--------------------------------------------------------------|---------------|-----------------------|-------|
| 40 Hr. HAZWOPER and 8 hr. refresher date- Certified persons: |               |                       |       |
| Name: _____                                                  | Certified Y/N | 8 hr. Refresher Date: | _____ |
| Name: _____                                                  | Certified Y/N | 8 hr. Refresher Date: | _____ |
| Name: _____                                                  | Certified Y/N | 8 hr. Refresher Date: | _____ |

The State hereby notifies the Contractor that work is to be performed on property, where the contractor's employees may be exposed to petroleum contamination and other hazardous materials existing at Leaking Underground Storage Tank sites.

**GENERAL CONDITIONS** (Please refer to the West Virginia Purchasing Division's standard exhibit language contained in the Purchasing Division's Request for Quotation forms at the beginning of this document for complete descriptions and requirements regarding the Bond and Insurance sections noted below.)

- **Bonds**

**Bid Bond** will be required. This is an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a selected bidder fails to accept the contract as bid. WV State Purchasing shall list the amount of the bond.

**Performance Bond** will be required. This is an insurance agreement in which a valid surety agrees to be liable to pay a certain amount of money in the event a vendor fails to perform a contract as bid. WV State Purchasing shall list the amount of the bond.

- **Period of Contract**

The contract shall become effective from the date of award and shall continue for a period of one (1) year.

- **The Contractor shall maintain insurance as follows:**

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

The Contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

- **Invoicing & Payments**

A. Payment to the Contractor will be made on the basis of the items and unit prices outlined in the Purchase Order.

B. Invoices may be submitted monthly for work performed during that period and shall adhere to the unit rates and quantities listed in this contract. Invoices submitted must contain Project Name, Project Number, LUST number, WV ID number, performance period (beginning and ending date work was performed). The State may retain ten percent (10%) of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months. However, final payment (except for any retainage which may be held) will only be made after all work and reports specified in this contract are delivered and accepted by the State. All invoices shall show labor and other expenses incurred during the billing period, work accomplished during the billing period and the work yet to be accomplished. Invoices

showing costs (unit prices) not clearly identifiable will not be paid. Also, no invoices will be paid in excess of the total amount of this contract. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.

C. Before any invoice is processed for payment the work performed during the specified timeframe shall be verified by WVDEP's Project Manager overseeing the project.

• **Changes in the Contract**

The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by a Change Order. A Change Order signed by both the State and Contractor indicates both parties' agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined by mutual acceptance of properly documented unit prices.

**Line Item Descriptions**

- 1. Removal of old pneumatic groundwater pumps and install new pumps.

This item will include the removal of 9 old pneumatic groundwater pumps from MWs (R-1, R-4, R-5, R-6, R-7, R-8, R-9, R-10, & R-11): includes all labor, transportation and materials necessary to disconnect and remove old pneumatic pumps from the wells. Install 9 new pneumatic groundwater pumps in MWs (R-1, R-4, R-5, R-6, R-7, R-8, R-9, R-10, & R-11): includes all labor, transportation and materials necessary to connect new pneumatic pumps to existing regulators, air supply and discharge hose to the wells. Replace tubing in vault if necessary and jet out recovery lines. This item shall be paid on a lump sum basis.

- 2. Remove old air stripper.

This item includes all labor, transportation and materials necessary to disconnect plumbing from oil /water separator, disconnect from discharge line, wiring and disconnection and relocation of Rotron blower. Move old stripper outside of building. This item shall be paid on a lump sum basis.

- 3. Remove all other equipment within the trailer and lay at least 5/8 inch treated plywood over top existing floor.

This item includes all labor, transportation and materials necessary to remove all other equipment from the building and cover the entire floor with at least 5/8 inch treated plywood. The interior dimensions are: Length: 20 feet 4 inches; Width: 89 inches; Height: 78 inches. This item shall be paid on a lump sum basis.

- 4. Clean and Elevate Oil/Water separator so that it gravity flows to air diffuser.

This item includes all labor, transportation and materials necessary to clean and elevate oil/water separator so that it gravity flows to air diffuser and build an elevated treated lumber platform (capable of holding oil/water separator full of liquid), plumbing from influent line, wiring and disconnection and removal of water transfer pump. This item shall be paid on a lump sum basis.

- 5. Install new Aeromix Air diffuser (furnished by WVDEP).

This tem includes all labor, transportation and materials necessary for plumbing from oil /water separator, discharge line, wiring and connection of Rotron blower. This item shall be paid on a lump sum basis.

- 6. Install all other equipment that was removed from building for floor installation.

This tem includes all labor, transportation and materials necessary to install all other equipment that was removed from building for floor installation. This item shall be paid on a lump sum basis.

- 7. Inspect and perform maintenance on air compressor and air drier. Change oil and filters if necessary. Check for air leaks.

This tem includes all labor, transportation and materials necessary to inspect air compressor and air drier. Change oil and filters if necessary and check for air leaks. This item shall be paid on a lump sum basis.

- 8. Remove and properly dispose of spent carbon.

This tem includes all labor, transportation and materials necessary to remove and properly dispose of spent carbon. Two cylinders and each cylinder contain 1.5 cubic feet of carbon. This item shall be paid on a lump sum basis.

- 9. Remove and properly dispose of any sludges created from cleaning oil/water separator.

This tem includes all labor, transportation and materials necessary to remove and properly dispose of sludges. This item shall be paid on a lump sum basis.

10. System Startup

Includes all labor, transportation and materials necessary to start system up, verify all pumps are pumping correctly and adjust flow rates if necessary, verify telemetry equipment is working, check and verify all safety shut off devices are working



properly, inspect oil/water separator and air diffuser to ensure they are working properly and are not leaking. Inspect all electrical motors to ensure they are running properly and without excessive loads, which may overheat them. Observe the system daily for a period of one week (5 consecutive working days) to ensure system efficiency and correct any deficiencies and report any problem to the WVDEP Project Manager overseeing project. This item shall be paid on a lump sum basis

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#### 11. System operation and maintenance (O & M)

This item will include all costs for performing semi-monthly (twice a month) remediation system operation and maintenance monitoring and prepare system inspection logs for submittal with quarterly reports. Contractor must have dedicated phone line and computer equipment to interface with remediation system remote telemetry system. Contractor will collect and log data from vacuum gauges, hour meters, water totalizer meter, measure exhaust flow rate, exhaust concentration (with a PID) and other data as needed during site visits, as well as monitoring system components via the telemetry system. In addition, contractor will check sediment/sludge levels in system equipment (air/water knockout tanks, poly settling tank and oil/water separator), and change bag filters as needed. This item shall be paid on a per event basis.

#### 12. Discharge/Effluent Sampling

This includes all costs (including sample containers, coolers, ice, and shipping of samples to lab) for collecting two water discharge samples each month. Water effluent samples to be collected include one sample prior to the air diffuser and one final effluent sample. Each sample will be submitted for laboratory analysis of TPH-GRO and BTEX/MTBE per EPA Method 8015B and 8260B, respectively. The final water effluent sample will also be analyzed for dissolved lead, dissolved iron, dissolved manganese (per EPA Method 6010) and pH. Once analytical results are received, contractor will prepare and submit monthly DMR's to the WVDEP-DWR, with a copy to the WVDEP-OER project manager. Lab analysis cost will be paid for by WVDEP and is not part of this contract. This item shall be paid on a per event basis.

#### 13. Groundwater Gauging & Sampling

This includes all costs (including sample containers, coolers, ice, and shipping of samples to lab) to gauge and sample groundwater (and free product, if applicable) in all monitoring/recovery wells quarterly (4 times a year). Please note that, if possible, monitoring/recovery well gauging and sampling should be conducted no sooner than 24 hours after the remediation system has been shut down. This will allow for subsurface conditions to stabilize prior to gauging/sampling. Depth to the top of the static water, and/or free product and total well depth will be measured from the top of each well casing. The gauging information will be utilized to determine product thickness and generate a potentiometric surface map. Top of casing elevations will be provided for all monitoring/recovery wells. Monitoring/recovery wells not containing free product will be purged by low flow purging method and sampled for the analyses of BTEX and MTBE per EPA method 8260B and TPH GRO/DRO per EPA Method 8015B. Three QA/QC samples (duplicate, rinse blank and trip blank) will also be

016  
submitted and analyzed for the same parameters. Lab analysis cost will be paid for by WVDEP and is not part of this contract. Any generated purge water will be placed in the remediation system-settling tank and will be processed through the system upon system start-up. This item shall be paid on a per quarter event basis.

#### 14. Quarterly Reports

This includes all costs to prepare and submit quarterly (4 times a year) Groundwater Monitoring reports to the WVDEP. The report will include a summary of system operation and downtime and any problems/repairs, permit compliance and quarterly analytical results discussion and conclusions/recommendations. Tables shall include summary of O&M visits, permit compliance sampling results, quarterly gauging/sampling results, dissolved- and vapor-phase mass removal data and telemetry data logs. Figures shall include site plan with monitoring/recovery well locations, groundwater potentiometric surface map based on quarterly gauging, and contaminant concentration map. Appendices shall include laboratory analytical reports, disposal manifests and any other pertinent documentation. This item shall be paid on a per report basis.

#### 15. Monthly Report.

This includes all costs to prepare monthly O & M reports to be e-mailed or faxed to the WVDEP-OER project manager along with monthly permit compliance reports. Originals of these reports will be included in the quarterly O&M reports. Prepare and submit monthly DMR's to the WVDEP-DWR, with a copy to the WVDEP-OER project manager for review. This item shall be paid on a per report basis.

DEP14598  
CERTIFIED PERSONNEL

017

Vendor Name: KEMRON Environmental Services, Inc.

Contractor must submit all critical certified personnel's full name and date of 8 hr. refresher course for 40-hour health and safety training course:

40 Hr. HAZWOPER and 8 hr. refresher date- Certified persons:

|                                    |               |          |                                       |
|------------------------------------|---------------|----------|---------------------------------------|
| Name: <u>Timothy Wilfong</u>       | Certified Y/N | <u>Y</u> | 8 hr. Refresher Date: <u>03/27/09</u> |
| Name: <u>Terry L. Wilfong, Jr.</u> | Certified Y/N | <u>Y</u> | 8 hr. Refresher Date: <u>03/27/09</u> |
| Name: <u>W. Jeffrey Cavender</u>   | Certified Y/N | <u>Y</u> | 8 hr. Refresher Date: <u>03/27/09</u> |
| Name: <u>Steve Wells</u>           | Certified Y/N | <u>Y</u> | 8 hr. Refresher Date: <u>03/27/09</u> |
| Name: <u>James May</u>             | Certified Y/N | <u>Y</u> | 8 hr. Refresher Date: <u>03/27/09</u> |
| Name: <u>Bruce Bailey</u>          | Certified Y/N | <u>Y</u> | 8 hr. Refresher Date: <u>03/27/09</u> |

# BID SCHEDULE #DEP14598

Retrofit, Operation and Maintenance  
of a  
Groundwater Remediation System  
Crosslanes, WV

|                |      |            |        |
|----------------|------|------------|--------|
| Buyer:         | Page | <b>018</b> | Req/PO |
| Chuck Bowman   |      | DEP14598   |        |
| Spending Unit: |      |            |        |
| WVDEP/DLR/OER  |      |            |        |

| Item No. | Quantity | Description                                                                                                                | Unit Price | Amount   |
|----------|----------|----------------------------------------------------------------------------------------------------------------------------|------------|----------|
| 1        | LS       | Removal of old pneumatic groundwater pumps and install new pumps (Lump Sum)                                                | 1,560.00   | 1,560.00 |
| 2        | LS       | Remove old air stripper (Lump Sum)                                                                                         | 370.00     | 370.00   |
| 3        | LS       | Remove all other equipment within the trailer and lay at least 5/8 inch treated plywood over top existing floor (Lump Sum) | 1,400.00   | 1,400.00 |
| 4        | LS       | Clean and Elevate Oil/Water separator (Lump Sum)                                                                           | 1,410.00   | 1,410.00 |
| 5        | LS       | Install new Aeromix Air diffuser (Lump Sum)                                                                                | 1,030.00   | 1,030.00 |
| 6        | LS       | Install all other equipment that was removed from building for floor installation (Lump sum)                               | 1,030.00   | 1,030.00 |
| 7        | LS       | Inspect and perform maintenace on air compressor and air drier (Lump Sum)                                                  | 180.00     | 180.00   |
| 8        | LS       | Remove and properly dispose of spent carbon (Lump Sum)                                                                     | 640.00     | 640.00   |
| 9        | LS       | Remove and properly dispose of any sludges created from cleaning oil/water separator (Lump Sum)                            | 600.00     | 600.00   |
| 10       | LS       | System Startup (Lump Sum)                                                                                                  | 590.00     | 590.00   |
| 11       | 24       | System operation and maintenance (O & M) (Per Event)                                                                       | 345.00     | 8,280.00 |
| 12       | 12       | Discharge/Effluent Sampling (Per Event)                                                                                    | 55.00      | 660.00   |
| 13       | 4        | Groundwater Gauging & Sampling (Per Event)                                                                                 | 1,460.00   | 5,840.00 |
| 14       | 4        | Quarterly Reports (Per Report)                                                                                             | 535.00     | 2,140.00 |
| 15       | 12       | Monthly Reports (Per Report)                                                                                               | 120.00     | 1,440.00 |

**TOTAL =**

|                     |
|---------------------|
| <b>\$ 27,170.00</b> |
|---------------------|

BID BOND

019

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, KEMRON ENVIRONMENTAL SERVICES, INC.  
of VIENNA, VIRGINIA, as Principal, and BERKLEY REGIONAL INSURANCE  
COMPANY of MORRISTOWN, NEW JERSEY, a corporation organized and existing under the laws of the State of  
DELAWARE with its principal office in the City of MORRISTOWN, NJ, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of FIVE PERCENT OF BID AMOUNT (\$ 1,358.50) 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  
WVDEP ADKINS PROPERTY  
RETROFIT AND OPERATION AND MAINTENANCE OF A REMEDIATION SYSTEM

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 Obligees 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  
29th day of APRIL, 2009.

Principal Corporate Seal

KEMRON ENVIRONMENTAL SERVICES, INC.  
(Name of Principal)

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

CEO

(Title)

Surety Corporate Seal

BERKLEY REGIONAL INSURANCE COMPANY  
(Name of Surety)

[Signature]  
Attorney-in-Fact  
DEREK WORTHAM

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

POWER OF ATTORNEY  
BERKLEY REGIONAL INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint:

**Christopher B. Wortham, Jerry Boutwell, Shirley A. Coleman, Derek Wortham or Leslie A. Paulsen of H & H Insurance Services, Inc. of Norcross, GA**

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 Dollars (\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

**"RESOLVED**, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of January, 2009.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Robert P. Cole  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )  
) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 23 day of January, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company

**EILEEN KILLEEN**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of April, 2009.

(Seal)

Steven Coward  
Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

## Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, Inc. manages all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company and Union Insurance Company.

To verify the authenticity of this bond please call (800) 549-1727 or email [BSGInquiry@wrbcurety.com](mailto:BSGInquiry@wrbcurety.com)

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Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group, Inc.  
325 Columbia Turnpike  
Suite 203  
Florham Park, NJ 07932  
Attention: Surety Claims Department

Or

email [BSGClaim@wrbcurety.com](mailto:BSGClaim@wrbcurety.com)

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.





# Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:  
(973) 775-5021 or Telefax (973) 775-5024**

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Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC  
412 Mt. Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

Or

Telefax: (866) 408-2421

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.

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**BERKLEY SURETY GROUP**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

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

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(R)

Surety Corporate Seal (U)

(Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title
(V)
(Name of Surety)
(W)
Attorney-in-Fact

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



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

I, Danie Penenburgh, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Kemron Environmental Services, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Kemron Environmental Services, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Kemron Environmental Services, Inc.  
(Company Name)

By: *Danie Penenburgh*

Title: Human Resources Manager

Date: March 12, 2009

Taken, subscribed and sworn to before me this 12th day of March 2009.

By Commission expires June 30th, 2011

(Seal)



*Lucia Bernanda Guzman Herbas*  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

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

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: KEMRON Environmental Services, Inc.

Authorized Signature:  Date: 05/07/09