



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
DEP15743

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**GUY NISBET
 304-558-8802**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

*CT Projects
 HC 66 Box 282A
 Auto, WV 24966*

SHIP TO

**ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/26/2012				

BID OPENING DATE: **02/23/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-72		
<p>SLUDGE PUMPING FOR NORTHERN SPECIAL REC SITES</p> <p>TO FURNISH ALL LABOR AND EQUIPMENT TO CONDUCT SLUDGE PUMPING SERVICES TO INCLUDE ACID MINE DRAINAGE SLUDGE AT VARIOUS SITES AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH 4PM ON THURSDAY, FEBRUARY 09, 2012. QUESTIONS MAY BE SENT VIA: USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTION WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE SUBMITAL DEADLINE HAS LAPSED.</p> <p>ADDRESS INQUIRIES TO:</p> <p>GUY NISBET DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV. 25305 FAX: 304.558.4115 EMAIL: GUY.L.NISBET@WV.GOV</p>						

RECEIVED
 2012 FEB 21 PM 3:59
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Clods Prin</i>	TELEPHONE 304-661-3075	DATE 2-22-12	
TITLE owner	FEIN 80-0786373	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ADDRESS

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>REV. 3/88</p> <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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NORTHERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Clark Poin</i>	TELEPHONE 304-661-3075	DATE 2-22-12
TITLE owner	FEIN 80-0786373	ADDRESS CHANGES TO BE NOTED ABOVE

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<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 style="text-align: right;"> <i>Charles Pinn</i> SIGNATURE <i>C.T. Projects</i> COMPANY <i>2/22/12</i> DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009 ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles Pinn</i>	TELEPHONE <i>304-661-3075</i>	DATE <i>2/22/12</i>
TITLE <i>Owner</i>	FEIN <i>80-0786373</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEP15743 ***** TOTAL:						<i>\$ 527,000.00</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles Price</i>	TELEPHONE <i>304-661-3045</i>	DATE <i>2/22/12</i>
TITLE <i>owner</i>	FEIN <i>80-0786373</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER GN-23	PAGE 2	REQ. OR PO NO. DEP15743
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

Delivery

- A. The contractor shall complete the specified work in accordance to each work directive. The contractor shall submit an invoice to the Department of Environmental Protection representative upon completion of each pumping session or work directive. Contractor shall be available seven (7) days per week and may be required to conduct continuous pumping (24 hrs. per day). Contractor shall perform work according to the timeframes within the schedule provided by the Office of Special Reclamation. Failure to do so may result in revocation of contract.
- B. Inspections of each project will be made by the Director or his authorized representative as the work progresses and at completion. A final inspection will be made when all work is completed.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative. Such inspection will, among other things, ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither 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 regulations pertinent to the work.

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Costs and Payment

A. Payment to the contractor will be made on the following basis:

1. Unit Pricing

Item - As directed by the State in specific work directive.

Quantity - As agreed to prior to issuing a Notice to Proceed.

Unit Price - As provided by the Offeror in the proposal.

B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive, final inspection has been made, and the work is accepted by the department. All invoices shall show the quantities and unit prices approved in the cost estimate for the work directive. Invoices shall be submitted to DEP offices by the 15th and the 30th of the month for the work performed in those time periods.

Multiple invoices will be accepted on Work Directives with prior approval of the DEP.

Changes in the Contract

A. 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 Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly documented (itemized)
- 2) By unit prices (negotiated)

All materials must have approval from a DEP representative.

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WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

BID SCHEDULE

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	200 EA	Mobilization/Demobilization (Maximum Bid Amount = \$150/EA)	\$ <u>150⁰⁰</u> PER EACH	\$ <u>30,000</u>
2.0	200 EA	Setup and Dismantle of 6" Pumps (Maximum Bid Amount = \$100/EA)	\$ <u>70⁰⁰</u> PER EACH	\$ <u>14,000</u>
3.0	3000 HRS	Trash Pump(s) 6 inch Dia. Gas a/o DSL powered with trailer mounting	\$ <u>105⁰⁰</u> PER HR	\$ <u>315,000</u>
4.0	1000 HRS	High Head Trash Pump 6 inch Dia. Gas a/o DSL powered with trailer mounting	\$ <u>158⁰⁰</u> PER HR	\$ <u>158,000</u>
5.0	500 HRS	Water Pump(s) 3 inch Dia. Gas a/o DSL powered	\$ <u>20⁰⁰</u> PER HR	\$ <u>10,000</u>
		TOTAL		\$ <u>527,000</u>

NOTE:

- All items must be bid and bid in the unit measure specified in the quantity column.
- The quantities are applied for bidding purposes only. Actual quantities shall be based on work performed and may be more or less depending on the necessity for pumping and / or snow removal.
- Bid items #3.0, #4.0, and #5.0 unit prices shall also include all personnel necessary to effectively and efficiently operate each pump(s).
- Please review the Bid Item Technical Specifications for further details of each bid item.

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REV. 5-1-08 PURCHASING CONTINUATION SHEET
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BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION

Payment shall be made for mobilization and/or demobilization of each 6 inch Trash Pump to and from the sludge pumping sites as defined in the Work Directives. If multiple sites are to be consecutively pumped, the mobilization will only be paid from site to site after reaching the first site. Demobilization shall be paid when leaving the last site.

Method of Payment: Payment shall be lump sum unit price for each mobilization/demobilization to each site. The maximum bid amount shall be \$150/ Each.

2.0 SETUP AND DISMANTLE OF 6 INCH PUMPS

Payment shall be made for setup and dismantle of each 6 inch Trash Pump at a sludge pumping site. Any persons involved in the setup and dismantle of pumps, not including the pump operator, shall be incidental to this bid item. Pump personnel shall be included with each pump specified for a site by a DEP representative. Any adjustments to the suction and discharge lines after the initial pump setup at a pumping site shall not be considered a separate event.

Contractor shall insure regularly scheduled maintenance on pumps in strict accordance with the manufacture specifications. Contractor shall also provide DEP, upon its request, documentation to confirm such maintenance is being conducted.

Method of Payment: Payment shall be lump sum unit price for each actual setup or relocation of the pump. The maximum bid amount shall be \$100/ Each.

3.0 TRASH PUMP(S) 6 INCH DIAMETER gas a/o diesel powered with trailer mounting

These pumps shall be used for the actual sludge pumping from the treatment ponds to sludge drying cells. Provide Godwin brand self-priming centrifugal 6 inch x 6 inch size pump model #CD150M (or approved equal). Minimum pump specifications include: Solids handling type pumps of up to 3 inch diameter spherical solids; Dry running capability; Capable of pumping 800 gpm at 140 feet Total Dynamic Head (TDH); Operate at the pump motor's rated maximum continuous performance (see the pump manufacturer performance curve) for the duration of pumping on site to obtain maximum pumping efficiency.

Pump shall be equipped with an hour meter for payment purposes.

If a larger pump is utilized other than the one specified, it shall be the contractor's responsibility to verify that the pumping rate is equal or greater than described above.

A minimum of 100 feet of suction hose shall be provided with each pump. A minimum of 150 feet of discharge hose shall be provided with each pump. A minimum of three pumps shall be available for use at multiple pumping locations in the northern area. Also, two pumps may be used in series at one time at a treatment site. All personnel necessary to efficiently and effectively operate the pump(s) shall be included with this bid item unit price. A bolt on type float shall be available for each pump suction line, and at the DEP representative's request, the float may be required to maintain the suction line off of the bottom of the pond. The float may need to be adjusted for each pond, or as a pond is pumped.

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REV. 5-1-08 PURCHASING CONTINUATION SHEET
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Contractor shall insure regularly scheduled maintenance on pumps in strict accordance with the manufacture specifications. Contractor shall also provide DEP, upon its request, documentation to confirm such maintenance is being conducted.

Pump Operator(s) Responsibilities: The operator(s) shall be responsible for cleaning of any suction strainer heads on the suction lines; installing and adjusting floats on the suction lines to maintain a mixture of heavy sludge and water; moving or making adjustments to the location of suction line while pumping by use of ropes attached to the suction line. The pump operator(s) shall be responsible to insure that the pump is operated at maximum efficiency. The operator shall have the pump serviced and maintained by a certified technician every six months (minimum) and provide proof to the WVDEP.

Method of Payment: Payment shall be based on an Hourly Rate (actual hours of pump use). Contractor shall provide DEP with the number of hours at start and hours at finish of each pump. Payment shall be based on hours provided.

4.0 HIGH HEAD TRASH PUMP 6 INCH DIAMETER gas a/o diesel powered with trailer mounting

This pump shall be used for the actual sludge pumping from the treatment ponds to sludge drying cells at higher elevations. Provide Godwin brand self-priming centrifugal 6 inch x 6 inch size pump model#CD160M (or approved equal). Minimum pump specifications include: Solids handling type pump of up to 3 inch diameter spherical solids; Dry running capability; Capable of pumping 800 gpm at 220 feet Total Dynamic Head (TDH); Operate at the pump motor's rated maximum continuous performance (see the pump manufacturer performance curve) for the duration of pumping on site to obtain maximum pumping efficiency.

Pump shall be equipped with an hour meter for payment purposes

If a larger pump is utilized than the one specified, it shall be the contractor's responsibility to verify that the pumping rate is equal or greater than described above.

A minimum of 100 feet of suction hose shall be provided with each pump. A minimum of 150 feet of discharge hose shall be provided with each pump. A minimum of one pump shall be available for use at multiple pumping locations in the northern area. All personnel necessary to efficiently and effectively operate the pump shall be included with this bid item unit price. A bolt on type float shall be available for each pump suction line, and at the DEP representative's request, the float may be required to maintain the suction line off of the bottom of the pond. The float may need to be adjusted for each pond, or as a pond is pumped.

Contractor shall insure regularly scheduled maintenance on pumps in strict accordance with the manufacture specifications. Contractor shall also provide DEP, upon its request, documentation to confirm such maintenance is being conducted.

Pump Operator(s) Responsibilities: The operator(s) shall be responsible for cleaning of the suction strainer head on the suction line; installing and adjusting the float on the suction line to maintain a mixture of heavy sludge and water; moving or making adjustments to the location of suction line while pumping by use of ropes attached to the suction line. The pump operator(s) shall be responsible to insure that the pump is operated at maximum efficiency. The operator shall have the pump serviced and maintained by a certified technician every six months (minimum) and provide proof to the WVDEP.

Method of Payment: Payment shall be based on an Hourly Rate unit price (actual hours of pump use). Contractor shall provide DEP with the number of hours at start and hours at finish of each pump. Payment shall be based on hours provided.

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5.0 WATER PUMP(S) 3 INCH DIAMETER gas a/o diesel powered

This pump shall be used for certain treatment sites to circulate water in the treatment pond to move the sludge toward the 6 inch pump intake line. This process liquefies the sludge to allow for easier pumping.

A minimum of 100 feet of suction hose shall be provided with the pump. A minimum of 200 feet of discharge hose shall be provided with the pump. The discharge hose shall have an industrial duty wash down nozzle to produce a narrow stream.

Pump Operator(s) Responsibilities: The operator(s) shall be responsible for maintaining the discharge line to effectively circulate fresh water toward the section of the pond with dense sludge, use the wash down nozzle to direct a stream of water in dense sludge areas to move the sludge toward the 6 inch intake line, and wash down the entrance rip rap ditches if requested by the DEP representative. The onsite DEP representative shall have the right to **terminate use** of the 3 inch pump **or require use** of the 3 inch pump.

There will be no payment for mobilization and demobilization for this pump. The setup and dismantle for this pump shall be incidental to this bid item, and there will be no separate payment. All personnel necessary to efficiently and effectively operate the pump(s) shall be included with this bid item unit price. A minimum of two pumps shall be available for use at multiple pumping locations in the northern area.

Contractor shall insure regularly scheduled maintenance on pumps in strict accordance with the manufacture specifications. Contractor shall also provide DEP, upon its request, documentation to confirm such maintenance is being conducted.

Method of Payment: Payment shall be based on an Hourly Rate unit price (actual hours of pump use). Contractor shall provide DEP with the number of hours at start and hours at finish of each pump. Payment shall be based on hours provided.

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a 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; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: C T Projects Signed: Clade Prew
 Date: 2/22/12 Title: owner

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive

RFQ No. DeP 15743

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: CT Projects

Authorized Signature: Charles Price Date: 2/22/12

State of West Virginia

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 21 day of February, 2012

My Commission expires July 17, 2018, 20

AFFIX SEAL HERE

NOTARY PUBLIC Melissa A. Gibson

