



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
 DEP15106

PAGE
 1

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

*709052839 304-296-7531
 LAURITA EXCAVATING INC
 302 DENTS RUN ROAD
 MORGANTOWN WV 26501

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
07/16/2010				

BID OPENING DATE: 08/12/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	\$ 149.00	\$ 223,500.00
<p>TRUCK FOR CLEANING PONDS/SLUDGE REMOVAL</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO FURNISH THE WVDEP OFFICE OF SPECIAL RECLAMATION, WITH TRUCKS FOR THE REMOVAL OF SLUDGE/POND CLEANINGS ON THE FORFEITED SITES IN THE BELOW LISTED COUNTIES, PER THE FOLLOWING SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE.</p> <p>THOSE COUNTIES IN PARENTHESIS INDICATE WHERE MOST OF THE WORK REQUIRED IN THIS CONTRACT IS TO BE PERFORMED.</p> <p>(BARBOUR), (BRAXTON), (BROOKE), DODDRIDGE, (GILMER), (GRANT), (HANCOCK), (HARRISON), (LEWIS), (MARION), MARSHALL, (MINERAL), (MONONGALIA), (OHIO), PENDLETON, PLEASANTS, POCAHONTAS, (PRESTON), (RANDOLPH), RITCHIE, (TAYLOR), (TUCKER), TYLER, (UPSHUR), (WEBSTER), WETZEL AND WOOD COUNTIES.</p> <p>THE TRUCKS UTILIZED IN THIS HOURLY-RATE CONTRACT ARE TO BE TRI-AXLE DUMP TRUCKS USING QUALIFIED DRIVERS TO HAUL SLUDGE AND POND SEDIMENT RESULTING FROM THE OPERATION OF AN ACID MINE DRAINAGE TREATMENT FACILITY TO DESIGNATED DISPOSAL SITES.</p> <p>TRUCKS MUST MEET OSHA REQUIREMENTS, HAVE WATER TIGHT TAILGATES, AND HAVE A MINIMUM BED CAPACITY OF 16 CUBIC YARDS.</p>						

RECEIVED
 2010 JUL 28 AM 9:22
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-296-7531 DATE 7/21/10

TITLE President FEIN 550640963 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.htm 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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<p>TRUCKS WILL BE FULLY OPERATIONAL AND OPERATED IN A SAFE AN REASONABLE MANNER. VENDOR TO PROVIDE A MINIMUM OF ONE TRUCK AND UP TO EIGHT TRUCKS ON AN 'AS REQUIRED BY WVDEP' BASIS WITHIN 72 HOURS NOTICE. THE HOURLY PAY RATE STARTS AT THE SLUDGE/POND CLEANING SITES AND ENDS AT THE DISPOSAL SITE. THE NORMAL WORK SCHEDULE WILL B 8 HOURS PER DAY, MONDAY THROUGH FRIDAY UNLESS OTHERWISE SPECIFIED BY THE WVDEP. ACCESS TO THE TREATMENT SITES AND DISPOSAL SITE WILL REQUIRE OFF ROAD OPERATIONS. TRUCKS WILL BE UTILIZED DEPENDENT UPON THE OPERATION OF SLUDGE/POND CLEANING REMOVAL EQUIPMENT.</p> <p>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. THE CONTRACTOR SHALL TAKE STEPS REQUIRED TO ENSURE EQUAL OPPORTUNITY FOR EMPLOYMENT IN ACCORDANCE WITH POLICIES PROMULGATED BY THE PRESIDENTS COMMITTEE ON EQUAL OPPORTUNITY. PRIOR TO AWARD, CONTRACTOR MUST PROVIDE COPY OF COMMERCIAL LIABLILTY AND VEHICLE INSURANCE CERTIFICATES TO THE WEST VIRGINIA PURCHASING DIVISION.</p> <p>THE STATE SHALL BE RESPONSIBLE FOR OBTAINING ALL RIGHTS OF ENTRY FOR EACH PROJECT NEEDED.</p> <p>THE WORK AND SERVICES TO BE PERFORMED UNDER THIS CONTRACT SHALL BE SUBJECT TO CONTINUAL MONITORING AND INSPECTION BY THE STATE'S AUTHORIZED REPRESENTATIVE.</p> <p>IN ACCOMPLISHMENT OF SERVICES TO FULFILL THE REQUIREMENTS OF CONTRACT, NEITHER CONTRACTOR OR SUBCONTRACTOR SHALL CAUSE ANY ADVERSE ENVIRONMENTAL EFFECTS AND SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LOCAL STATE, AND FEDERAL ENVIRONMENTAL AND OCCUPATIONAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-296-7531	DATE 7/21/10
TITLE President	FEIN 550640963	ADDRESS CHANGES TO BE NOTED ABOVE



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<p>HEALTH AND SAFETY REGULATIONS PERTINENT TO THE WORK.</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 THE COUNTY IN WHICH THE WORK IS BEING PERFORMED, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. AND 42CRS7 RULES AND REGULATIONS FOR THE WV PREVAILLING WAGE ACT.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 304-296-7531	DATE 7/2/10
TITLE President	FEIN 050640963	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION WERE 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>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.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. [Signature]</i>	TELEPHONE 304-296-7531	DATE 7/21/10
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NOTICE						
AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BIDS MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: CB-23						
RFQ. NO.: DEP15106						
BID OPENING DATE: 08/12/2010						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
304-296-4606						

CONTACT PERSON (PLEASE PRINT CLEARLY):						
Tom LAURITA 304-296-7531						

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WV-36 Rev. 10/81

STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET

Buyer: CB-23	Req. or P.O. No: DEP15106
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Spending Unit:

Vendor:

Item No.	Quantity	Description	Unit Price	Amount
		To provide trucks for removal of sludge and/or pond cleaning for Special Reclamation Projects for Northern Area.		
1	1500 HR*	Tri-axle dump truck with driver to haul sludge and pond sediment to designated disposal site.	\$149.00/hr	\$223,500.00
		* QUANTITIES ARE FOR BIDDING PURPOSES ONLY!		
		WAGE RATES: The contractor/subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as established for the county in which the work is being performed, pursuant to West Virginia Code 21-5A, ET, Seq. and 42CRS7 Rules & Regulations for the WV Prevailing Wage act.		

RFQ No. DEP 15106

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: LAURITA EXCAVATING INC

Authorized Signature: [Signature] Date: 7/21/10

State of WEST VIRGINIA

County of MONONGALIA, to-wit:

Taken, subscribed, and sworn to before me this 21 day of July, 2010.

My Commission expires April 8, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC Mary E Morgan

Official Seal
Notary Public, State of West Virginia
Mary E. Morgan
1003 Autumn Avenue
Morgantown, WV 26508
My Commission Expires April 8, 2017