



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
DEP14157

PAGE
1

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

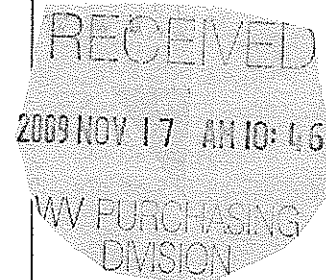
*307150654 304-346-7531
 BISSNUSS INC
 723 KANAWHA BLVD E STE 310
 CHARLESTON WV 25301

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
10/15/2009				

BID OPENING DATE: 11/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		890-52	\$123,339. ⁰⁰ / ₁₀₀	\$123,339. ⁰⁰ / ₁₀₀
<p>TUBE SETTLER SYSTEM & ACCESORIES/GLADY FORK</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO SUPPLY AND DELIVER A TUBE SETTLER SYSTEM FOR INSTALLATION BY OTHERS IN THE EXISTING SETTLING BASINS SUCH THAT THE EFFLUENT MEETS THE WV DEP'S IRON DISCHARGE LIMITS. THE SYSTEM IS TO BE COMPLETE WITH ALL THE REQUIRED TUBE MODULE ACCESSORIES SUCH AS PROTECTIVE SURFACE GRATING, BAFFLES, EFFLUENT TROUGH(S), WEIRS, AND SUPPORT SYSTEM AS SHOWN ON THE ATTACHED DRAWING AND SPECIFICATIONS.</p> <p>VENDOR SHALL HAVE 120 DAYS FROM THE DATE OF CONTRACT AWARD TO SUPPLY THE TUBE SETTLER SYSTEM TO THE AGENCY.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>James A. Canterbury</i>	304-346-7531	11-16-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>Mfg Sales Rep</i>	34-1392362		

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, the State may deem this contract null and void, and terminate such contract 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."

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



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

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RFQ NUMBER
 DEP14157

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

VENDOR

*307150654 304-346-7531
 BISSNUSS INC
 723 KANAWHA BLVD E STE 310
 CHARLESTON WV 25301

SHIP TO

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CONTACT PERSON (PLEASE PRINT CLEARLY):

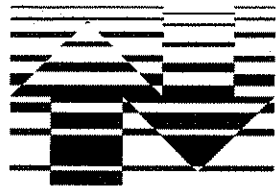
JAMES G. CANTERBURY

***** THIS IS THE END OF RFQ DEP14157 ***** TOTAL: \$123,339.⁰⁰/₁₀₀

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James G. Canterbury</i>	TELEPHONE 304-346-7531	DATE 11-16-09
TITLE <i>Mfg. Sales Rep</i>	FEIN 134-1392362	ADDRESS CHANGES TO BE NOTED ABOVE

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



enviropax

THE INNOVATORS IN ENHANCED CLARIFICATION AND MIXING SYSTEMS

PROPOSAL

TO: Bidding Contractors

Project Name: Glady Fork, WV WTP

Proposal Date: 11/14/2009

Proposal No: EP-3391

Bid Date: 11/17/2009

Engineer: Stantec

Delivery: 10-12 weeks

Terms: Net thirty (30) days

We are pleased to offer the following equipment in accordance with the terms of this proposal

SPECIFICATION SECTION DEP14157 – Tube Settler System

The following equipment is designed for tube settler coverage of two (2) basin areas 15'-0" wide x 45'-0" long.

A – 1,350 ft² ENVIROPAX 60° "24 inch" tube settler modules constructed of PVC plastic material. The tube shall be molded at 60° angles in the plastic material to provide a stronger module pack. Plastic material shall have a minimum of 20 mil thickness corrugated sheet and 20 mil thickness flat sheet to enhance module strength and increase resistance to damage from handling. The modules will be formed in configurations to the required length and width to minimize if not eliminate field cutting and trimming. Enviropax tube settlers are classified as meeting ANSI/NSF 61 Standards.

B – 200 ft² Spare tube settlers provided as twenty (20) modules 1'-0" wide x 10'-0" long or ten (10) modules 2'-0" wide x 10'-0" long.

- C – Four (4) ea Effluent collection troughs 12" x 12" x 18'-0" long provided with a flanged end connections. The troughs shall be provided with FRP V-notched weir plates. The troughs shall be constructed of ¼" thick fiberglass and provided with 304 stainless steel fasteners and neoprene flange gasket material
- D – Four (4) ea Effluent collection troughs 12" x 12" x 26'-0" long provided with a flanged end connection and one end closed.. The troughs shall be provided with FRP V-notched weir plates. The troughs shall be constructed of ¼" thick fiberglass and provided with 304 stainless steel fasteners and neoprene flange gasket material
- E – Two (2) sets Supports for tube settlers to be fabricated of 304 stainless steel members for field bolting assembly by others. Each set of supports shall consist of the following:
- (6) tube settler support beams 15'-0"
 - (6) cross braces 2'-0"
 - (6) vertical trough supports
 - (4) wall knee brace bracket support assembly
 - (1 lot) wall clips
 - (1 lot) epoxy set anchors (304 SS)
 - (1 lot) assembly bolts (304 SS)
- F - 1,350 ft² Protective surface grating constructed of rigid fiberglass and provided in panel sections 4'-0" x 12'-0", and 6'-0". The grating shall be a 2" x 2" square mesh that is ½" high.
- G - 120 ft² Spare protective surface grating.

COMMENTS TO SPECIFICATIONS

1. The specifications call out for baffles to be provided to direct the flow underneath the tube settler; however, the contract drawings show a concrete T beam supporting a walkway that acts as a baffle. Therefore, the baffles have not been included in this proposal since they are not needed.
2. The proposed "protective grating" is made of fiberglass reinforced plastic provided in 4'-0" x 12'-0" x ½" thick sections for increased rigidity in lieu of the plastic 24" square snap-together pieces specified. A cut sheet for the multigrad is attached.

PRICING

The prices quoted are FOB factory with freight allowed to the jobsite and includes only those items detailed above and in accordance with the terms and conditions noted in the proposal:

ITEMS A - G \$123,339.00
One Hundred Twenty Three Thousand Three Hundred Thirty nine Dollars and no cents.

ITEMS NOT INCLUDED

The following have not been included unless specifically called out above:

- Unloading, hauling or storage
- Erection, installation or testing
- Concrete, grouting or sealant
- Field paint or touch-up painting
- Protection against rusting or deterioration due to unprotected storage
- Supervision of erection
- Federal, State or Local Taxes, Permits or Fees

SERVICE

One (1) trip and two (2) days service of a factory representative has been included in the above pricing for inspection, supervision or start-up assistance. Additional service is available at a rate of \$750.00 per day plus travel and living expenses from Salt Lake City, Utah.

SHIPMENT

Estimated shipment time is 10-12 weeks after receipt of final complete approved submittal drawings, if required. Drawing submittal is estimated to be 3-4 weeks after receipt of purchase order and complete engineering information.

TERMS AND CONDITIONS

Prices are firm for a period of thirty (30) days from proposal date. Invoices are due and payable within thirty (30) days of any deliveries made to the jobsite and in accordance with the standard terms and conditions attached.

Glady Fork, WV WTP
Proposal EP-3391
11/14/2009
Page 4

For pricing and additional information, please contact our local representative at the following address:

Bissnuss, Inc.
723 Kanawha, East Room 313, 3rd Floor Union Bldg.
Charleston, WV 25301
304-346-7531
Jim Canterbury

Respectfully submitted,

ENVIROPAX, INC.

Brett Lees



THE INNOVATORS IN ENHANCED CLARIFICATION AND MIXING SYSTEMS

November 14, 2009

To Whom It May Concern

Subject: Glady Fork, WV WTP
Stage of West Virginia – RFQ DEP14157
Enviropax Proposal EP-3391
Tube Settler System

Gentlemen:

This letter is to certify that the products proposed by Enviropax, Inc. for the Glady Fork, WV WTP project in in compliance with the requirements of the American Recovery and Reinvestment Act of 2009.

Best Regards,



Brett Lees

Questions for Determining Whether Substantial Transformation Has Occurred in the US

Question	Yes	No
1. Were all of the components of the manufactured good manufactured in the United States, and were all of the components assembled into the final product in the US? (If the answer is yes, then this is clearly manufactured in the US, and the inquiry is complete)	✓	
2. Was there a change in character or use of the good or the components in America? (These questions apply to the product as a whole, not to individual components) <i>[Questions 2.a., 2.b., and 2.c. shown on next slide]</i>		
3. Was(/were) the process(es) performed in the US (including but not limited to assembly) complex and meaningful? <i>[Questions 3.a., 3.b., 3.c., 3.d., and 3.e. shown on later slide]</i>		



To Answer Question 2, Ask the Following:

Question	Yes	No
2. Was there a change in character or use of the good or the components in America? (These questions apply to the product as a whole, not to individual components)		
a. Was there a change in the physical and/or chemical properties or characteristics designed to alter the functionality of the good?		
b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use?		
c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product?		



To Answer Question 3, Ask the Following:

Question	Yes	No
3. Was(/were) the process(es) performed in the US (including but not limited to assembly) complex and meaningful?		
a. Did the process(es) take a substantial amount of time?		
b. Was(/were) the process(es) costly?		
c. Did the process(es) require particular high level skills?		
d. Did the process(es) require a number of different operations?		
e. Was substantial value added in the process(es)?		



How to Apply the Substantial Transformation Questions

Substantial Transformation has occurred in the US if answer yes to either Question 1, 2, or 3

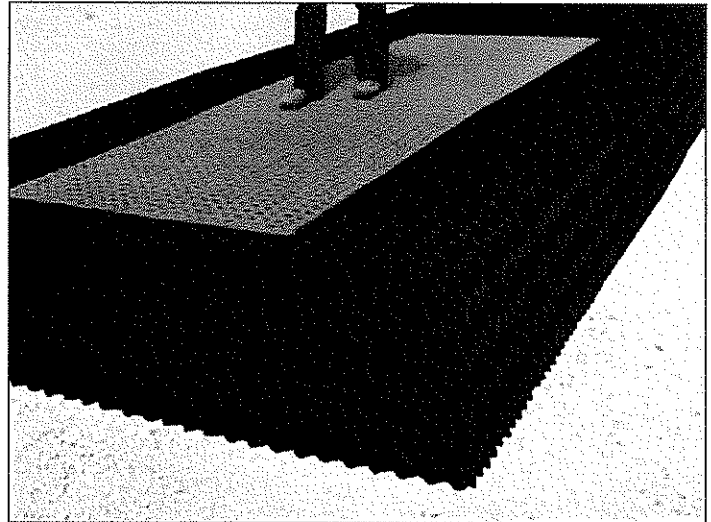
- If answer to any of 2a, 2b, or 2c is yes, then answer to Question 2 is yes
- If answer to at least two of 3a, 3b, 3c, 3d, or 3e is yes, then answer to Question 3 is yes



Multigrid® Grating

Multigrid® Grating

Multigrid® is a 1/2" deep multipurpose lightweight FRP grating. With its 3/16" bars which are slightly thicker than AirMesh, Multigrid can be used as fully supported slip-resistant flooring in areas such as food processing facilities and other areas where wet or slippery conditions exist. Multigrid also provides a sturdy, cost-effective, protective walkway for trickling filter media, preventing damage to media when plant personnel inspect and service the rotary distributor. The 2" x 2" mesh size ensures continuous application of wastewater and suspended solids without plugging.



This product can also be used for a wide range of industrial, commercial and institutional applications including machinery guards, fencing, space dividers in factories and warehouses and cages for tools, equipment and animals. Safety barriers or cages are another common use where di-electric or corrosive conditions require protection for working personnel. Multigrid is available in 4' x 12' and 4' x 15' panels.

