

100 Heliport Loop

PO Box 906 Bridgeport WV 26330-0906 Phone: 304-842-3511

Fax: 304-842-6126

03/12/14 10:09:58AM West Virginia Purchasing Division

FAX

TO:	Frank Whittaker @ WV Purchasingl	FROM:	Mike Blickenstaff
FAX:	304-558-4115	FAX:	304-842-6126
PHONE:	PHONE: 304-558-2316		304-842-3511 or 304-677-3881
SUBJECT:	WV DEP BID # DEP16478	DATE:	March 11, 2014

Mr. Whittaker,

Our bid package is attached to this fax. Thank you for the opportunity to provide this quote.

Best regards, Mike Blickenstaff Salesman Rish Equipment/ Bridgeport C-304-677-3881 F-304-842-6126

IMPORTANT

Please complete the information below and affix the label to the outside of your bid envelope. Thank you.

Sealed Bid Enclosed

RFQ Number: Buyer:

Bid Opening Date:

Bid Opening Time:

DEP 104 18 Frank whitaker 1 w DEF 3/12/2014

Mail To:

WV PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305

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Company	Name	Rish E	quipment	Compan,	
Address_	100	Helipo	+ Loop	Rd.	
Brid	gepor	t, wv	2 6330	, 2	04-842-3511

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	2	6-inch trash pump mounted on trailer per specifications, Godwin Model #CD105M or Gorman Rupp Model # 16C-4045T or approved equal	\$ <u>31,325.</u> 8 PER EACH	°\$(J. <u>,650</u> .°
-				o o
		TOTAL	\$ 60.	650.°°

Signatur	e:	
Date:	10 MAR14	0.0000



100 Heliport Loop PO Box 906 Bridgeport WV 26330-0906

CUSTOMER:

WV DEP

ATTN: FAX: PHONE:

We are pleased to quote the following:

Project		Terms	FOB
Gorman Rupp 16C2-4045T pump		et 30 Days	FACTORY
		ccounts in good standing)	
	Qty	Rate	Total
Gorman Rupp 16C2-4045T pump on DOT			
trailer.	2	\$31,325.00	\$62,650.00
*			
		Subtotal	\$62,650.00
If applicable sales tax will be added.		Sales Tax	\$0.00
		Total	\$62,650.00

Plus applicable freight

Thank you for the oppurtunity to provide this quote. If you have any questions, or if there is anything further I can provide. Please contact me at the numbers listed below.

Sincerely,

Mike Blickenstaff Salesman RISH EQUIPMENT COMPANY P-304-842-3511 F-304-842-6126 C-304-677-3881

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Rish Equipment	Company
(Company)	
772	
(Authorized Signature)	
(Representative Name, Title)	II, balesman
304-842-3511	304-842-6121
(Phone Number)	(Fax Number)
(Date)	

RFQ No. DEF	P16478
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

Vendor's Name: Righ Equipment	(onpay	
Authorized Signature:		Date: 10 m AR 14
State of West Virginia		
County of Harrison, to-wit:		
Taken, subscribed, and sworn to before me this Lith day of	March	, 2014.
My Commission expires March	, 20 <u>15</u> .	
	TARY PUBLIC	Sharte R. ash

OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA SHASTA R. ASH HOUTE 2 BOX 243A SALEM, WV 26426 My commission expires March 4, 2015

WITNESS THE FOLLOWING SIGNATURE:

Purchasing Affidavit (Revised 07/01/2012)

Rev. 07/12

10mAR14

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,
	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,
	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.
	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women and minority-owned business.
requiren	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate s during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
	Rish Equipment Conpany Signed:

Title:

SAMPLE SPECIFICATIONS FOR A GORMAN-RUPP SELF-PRIMING CENTRIFUGAL TRASH PUMP—"10 Series" 1½" through 6" Engine Driven, Cast Iron

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PUMP:
The pump shall be a self-priming centrifugal with inch suction and discharge, both of which shall have female N.P.T. threads. The pump shall be capable of meeting the standards set forth by the Contractor's Pump Bureau for MT rated cast iron pumps.
The pump shall be capable of delivering
The pump casing shall be fitted with a built-in suction check valve seating on a replaceable suction flange. The pump casing shall be constructed of cast iron and designed to retain sufficient liquid for repriming should the suction check valve become obstructed and remain open. The pump casing shall be fitted with a one-piece, removable end plate secured by a clamping bar and a single point tightening device.
The end plate shall be removable without necessitating the further removal of other parts or disturbing the suction or discharge piping. Removal of the end plate shall expose the impeller and allow its removal. The pump shall have no internal screening devices. The pump shall have a replaceable steel wear plate, a replaceable brass seal liner, and a double grease lubricated seal which will allow the pump to run dry without damaging the seal. The seal shall be supplied lubricant from a compression type grease cup having provisions for filling through an exposed stem by pressure type equipment, as well as having the capability of being filled manually. A positive safety device shall be incorporated to prevent seal damage when using high pressure filling equipment.
ENGINE:
The engine shall be cylinder cooled of not less than cubic inch displacement having a manufacturer's horsepower rating of not less than bhp at R.P.M. The engine shall be complete with a fuel tank having a capacity of gallons. Starting of the engine shall be accomplished by The engine shall be furnished with both a governor and a suitable air cleaner.
MOUNTING:
The complete unit shall be mounted on one of the following: A. A structural steel base, fitted to receive wheels at a later date. B. A wheel kit assembly consisting of two/4x5//2 pneumatic tires plus suitable towing and leveling apparatus.

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Environmental Protection to establish a contract for the one time purchase of two 6-inch trash pumps.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1 "Contract Item"** means 6-inch trash pump, Godwin Model # CD150M or Gorman Rupp Model # 16C-4045T or approved equal.
 - **2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is attached hereto as Bid Schedule.
 - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as DEP16478.

3. GENERAL REQUIREMENTS:

- **3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Godwin Model # CD150M or Gorman-Rupp Model 16C-4045T or approved equal 6-inch trash pump
 - 3.1.1.1 Pump must have solids handling of up to 3-inch diameter spherical size.
 - ✓3.1.1.2 Pump must have liquid cooled diesel engine.
 - ✓3.1.1.3 Pump ends must have 6-inch suction and 6-inch discharge (NPT).
 - ✓3.1.1.4 Pump shall come equipped with a minimum 60 gallon fuel cell.
 - **√3.1.1.5** Pump shall be of cast iron construction.
 - ✓3.1.1.6 Battery for pump shall have a minimum 180 hour Amp rating.

- √3.1.1.7 Starter for pump shall be minimum 12v electric.
- 3.1.1.8 Engine speed on the pump shall be adjustable to operate the pump between maximum and minimum design operation speeds.
- √3.1.1.9 Pump shall be capable of delivering a minimum of 1560 GPM while operating on a 5 foot suction lift at 50 feet total dynamic head.
- **3.1.1.10** Pump shall be mounted on a DOT approved trailer.
 - **3.1.1.10.1.** Trailer shall have a hitch with front and rear stabilizers.
 - **3.1.1.10.2** Pump and engine shall be mounted on a trailer with tires that can travel on the road at 50 MPH, and shall be wired for over the road usage, per applicable DOT standards.
 - **3.1.1.10.3** Dimensions of the trailer shall not exceed a width of 75 inches, length of 130 inches and height of 80 inches.

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by providing a unit price for each bid item and multiplying it by the quantity to provide a total for each bid item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at the T&T Project site, 2048 McNair Road, Albright, WV 26519.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
 - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DEP16478

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)										
	Addendum No. 1		Addendum No. 6							
	Addendum No. 2		Addendum No. 7							
	Addendum No. 3	Addendum No. 8								
	Addendum No. 4		Addendum No. 9							
	Addendum No. 5		Addendum No. 10							
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.										
Rish Equipment Company										
Company										
	Authorized Signature									
	10 mar 14									
			Date							

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



VENDOR

*709034551 02

BRIDGEPORT WV

PO BOX 906

RISH EQUIPMENT COMPANY

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

26330

304-842-3511

Solicitation

NUMBER DEP16478 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER 304-558-2316

ENVIRONMENTAL PROTECTION DEPT. OF

OFFICE OF SPECIAL RECLAMATION

105 S. RAILROAD STREET

PHILIPPI, WV

26416-9998 304-457-3219

DATE PRINTED 03/07/2014

UNE QUANTITY UOP CAT TEMNUMBER UNIT PRICE ADDENDUM NO. 1 1. ADDENDUM IS ISSUED TO CORRECT TYPO ON THE SPECIFICATIONS. MODEL NUMBER ON THE SPECIFICATIONS SHOULD READ AS FOLLOWS: TWO (2) 6-INCH TRASH PUMP MOUNTED ON TRAILER PER SPECIFICATIONS GODWIN MODEL # CD150M OR GORMAN RUPP MODEL # 16C-4045T OR APPROVED EQUAL. 2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID. END OF ADDENDUM NO. 1 EA 720-79 TRASH PUMP, GODWIN/GORMAN RUPP OR EQUAL	BID OPENING TIME 1:30PM					
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01 EA 720-79						
2						
GNATURE DATE						
TLE FEIN ADDRESS CHANGES TO BE	NOTED ABOVE					

SOLICITATION NUMBER: DEP16478 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

I	l	Modify bid opening date and time
[I	Modify specifications of product or service being sought
[ĺ	Attachment of vendor questions and responses
[l	Attachment of pre-bid sign-in sheet
[🗸	/	Correction of error
[4	/	Other

Description of Modification to Solicitation:

- 1. To correct typo on item model number on the specifications.
- 2. To provide Addendum Acknowlegment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

DEP16478 Addendum #1

Revised specifications to correct typo on Page 1 of Solicitation for DEP16478. Should read as follows:

6-inch trash pump mounted on trailer per specifications Godwin Model #<u>CD150M</u> or Gorman Rupp Model # 16C-4045T or approved equal.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DEP16478

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	[]	Addendum No. 3	[]	Addendum No. 8				
	[]	Addendum No. 4	[]	Addendum No. 9				

Addendum No. 5

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

[] Addendum No. 10

Rish Equipment Company

Company

Authorized Signature

II MARIH

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012