



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

List View

### General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 24124

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0313

Vendor ID: 000000175443 

SO Doc ID: DEP1500000020

Legal Name: AQUANEERING INC

Published Date: 11/13/14

Alias/DBA:

Close Date: 12/3/14

Total Bid: \$134,200.00

Close Time: 13:30

Response Date: 12/01/2014 

Status: Closed

Response Time: 18:27

Solicitation Description: Addendum No. 3 Waterproof Mobile Aquarium and trailer

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washinton Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State Of West Virginia  
 Solicitation Response**

**Proc Folder :** 24124

**Solicitation Description :** Addendum No. 3 Waterproof Mobile Aquarium and trailer

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2014-12-03 13:30:00	SR 0313 ESR12011400000001208	1

VENDOR
000000175443 AQUANEERING INC

**FOR INFORMATION CONTACT THE BUYER**  
 Beth Collins  
 (304) 558-2157  
 beth.a.collins@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Construction of Mobile Aquarium	1.00000	LS	\$134,200.00	

Comm Code	Manufacturer	Specification	Model #
10131702			

**Extended Description :** THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, ABANDONED MINE LANDS SECTION, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF (1) ONE MOBILE AQUARIUM, THIS IS A TURN-KEY JOB AND BID PRICE MUST INCLUDE ALL EQUIPMENT, LABOR, MATERIALS, WARRANTY AND DELIVERY OF THE CONTRACT ITEMS, PER THE ATTACHED SPECIFICATIONS.



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation

Proc Folder: 24124

Doc Description: Addendum No. 3 Waterproof Mobile Aquarium and trailer

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-11-13	2014-12-03 13:30:00	CRFQ 0313 DEP1500000020	4

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins  
 (304) 558-2157  
 beth.a.collins@wv.gov

Signature X

FEIN #

33-0614302

DATE

Dec. 1 / 2014

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Construction of Mobile Aquarium	1.00000	LS	134,200	134,200

Comm Code	Manufacturer	Specification	Model #
10131702	AQUANEERING	PER RFA 0313 DEP1500000020	

**Extended Description :**

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, ABANDONED MINE LANDS SECTION, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF (1) ONE MOBILE AQUARIUM, THIS IS A TURN-KEY JOB AND BID PRICE MUST INCLUDE ALL EQUIPMENT, LABOR, MATERIALS, WARRANTY AND DELIVERY OF THE CONTRACT ITEMS, PER THE ATTACHED SPECIFICATIONS.

DEP1500000020	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 3 Waterproof Mobile Aquarium and trailer	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# Mobile Aquarium

Bid Sheet

CRFQ 0313 DEP1500000020

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED COST
1	Mobile Aquarium with all attachments as included in the plans and specifications.	134,200 <sup>LS</sup>	134,200
		Total Bid (including shipping)	134,200



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP150000020**

**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)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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.

ADWANEERING, INC.  
 Company

[Signature]  
 Authorized Signature

Dec. 1, 2014  
 Date

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

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 exceeds 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.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Aquaheering Inc. by Wendy Porter-Francis, Vice President

Authorized Signature: [Signature] Date: 10-30-14

State of CALIFORNIA

County of SAN DIEGO, to-wit:

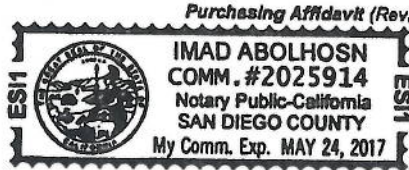
Taken, subscribed, and sworn to before me this 30 day of OCTOBER, 2014.

My Commission expires 05/24/2017, 2017

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

STATE OF CALIFORNIA COUNTY OF SAN DIEGO  
Subscribed and sworn to (or affirmed) before me on this  
30 day of OCT., 2014 by WENDY PORTER FRANCIS  
proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.  
[Signature]  
(Signature of Notary)







## **Waterproof Mobile Aquarium mounted on Trailer LIMITED WARRANTY**

This warranty covers material and workmanship of Aquaneering, Inc. Waterproof Mobile Aquarium mounted on Trailer. Products covered under this warranty fall into three categories:

**(1) Aquaneering Manufactured Parts, (2) Third Party Components, and (3) Consumable Products.** Variations in the warranty policy reflect the category under which the product falls.

### **AQUANEERING MANUFACTURED PARTS**

Aquaneering, Inc. warrants the construction of (and components manufactured by Aquaneering for use in the construction of) the Aquarium for a period of 5 years. This includes all structural components, such as frame, panels, drains, . These components will be repaired or replaced by Aquaneering, Inc.

### **THIRD PARTY COMPONENTS**

Chillers, pumps, filters, and any other components not manufactured by Aquaneering but incorporated into the system are not covered by the Aquaneering warranty of these systems. These parts have their own separate warranties from their manufacturer. Should any problems be experienced with any 3<sup>rd</sup> party parts, please consult Aquaneering, Inc. first. Aquaneering will manage all 3<sup>rd</sup> party warranty claims for the duration of the warranty of the component.

### **THIRD PARTY CONSUMABLES AND SUPPLIES**

Third party consumables include lamps, filter cartridges and batteries. The Warranties of Aquaneering, Inc. cover the part while it is "out of box" and during installation. After third party consumables are installed and deemed operational, these parts are no longer covered under Aquaneering warranty.

### **SUPPORT**

If within the warranty period Aquaneering, Inc. receives from the Buyer notice of any alleged defect in any such unit and if the unit is found not to be in conformity with this warranty, (the Buyer having provided Aquaneering, Inc. a reasonable opportunity to perform any appropriate test thereon) Aquaneering, Inc. will, as its sole option and expense, either repair the same or supply a replacement thereof. Aquaneering, Inc. in all instances shall have the right to service the unit on site by an Aquaneering technician. If it is deemed that the unit cannot be repaired on site, Aquaneering shall have the right to require the Buyer to deliver the unit for such repair or replacement to a designated service center and the Buyer shall pay all charges for inbound and outbound transportation.

### **REPAIR**

On repaired unit, any part actually repaired or replaced by Aquaneering, Inc. is warranted to be free from defects in material and workmanship for the time period originally applicable to the product.

### **GENERAL**

The Warranties of Aquaneering, Inc. do not cover and Aquaneering, Inc. makes no warranty with respect to:

1. Failure not reported to Aquaneering, Inc. within the warranty period as specified above.
2. Failures due to operation, either intentional or otherwise, above rated capacities or in an otherwise improper manner.
3. Unit which has in any way been tampered with or altered without Aquaneering's permission.
4. Under no circumstances shall Aquaneering, Inc. be liable for damages to persons or property.

07/03/2008