



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
DEP14350

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/08/2008				

BID OPENING DATE: 08/21/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 5 *****						
ADDENDUM ISSUED FOR THE AMHERSTDALE WTP TO DISTRIBUTE ADDITIONAL VENDOR Q&A, ADDITIONAL CLARIFICATION, A REVISED BID SCHEDULE AND PURCHASING AFFIDAVIT.						
PLEASE READ THE AFFIDAVIT CAREFULLY, SIGN, AND DATE. THE AFFIDAVIT MUST ACCOMPANY THE BID SUBMITTAL FOR THE BID TO BE CONSIDERED FOR AWARD.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 08/14/08 TO 08/21/08 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		968-96		
AMHERSTDALE WATER TREATMENT PLANT UPGRADE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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. 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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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, this Contract may be deemed null and void, and terminated 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 Covered 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 Alcohol 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."

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**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 cases 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

## Amherstdale Water Treatment Plant Upgrade Project

2.

Req# 14350

08/07/2008

### *Additional Questions* DEP14350:

1. Q: Sheet 2 and Sheet 4 of the drawings show 2 different fence layouts. Which drawing is to be used?

A: Use the fence layout on Sheet 4.

2. Q: The existing fence to be kept on the West side of the new Sed. Basin will not be able to be kept it will have to be removed to the excavation work. Should new fence go in here also?

A: Yes.

3. Q: We need to know the size of the existing well to close. Pipe I.D. and depth.

A: The well diameter is 8" and the well is approximately 240 feet deep.

4. Q: On Sheet 1 the larger slab that is to be removed sits on top of an existing retaining wall that does not look like it will stand up to the demo of the slab. Is the wall connected, through rebar, to the slab? Also it appears the rotating wall needs to be removed anyway because of the size excavation we will have, it will be in the way. Should this be added to the demo line item #5 on the bid form?

A: Yes the retaining wall shall be removed along with the concrete slab as part of the demolition line item #5.

5. Q: The new addendum drawings say to "bore and jack" under the road to tie into the existing sewer. With the manhole in the middle of the street we will still have to dig up the road to make the penetration into the manhole. We would like to open cut the road. Also to "bore and jack" the connection you would more than likely have to set up the bore machine in the creek which is more trouble than it's worth. So again we would like to go back to the original plan to open cut the road, we don't think it is possible to "bore and jack" it.

A: Open cut is acceptable in lieu of the bore and jack. The steel casing pipe is required for the open cut.

## Amherstdale Water Treatment Plant Upgrade Project PBC

Req# 14350

06/17/2008 (Revised 7/24/08)

6. Q: Are there acceptable alternatives for vendors for the chain and scraper sludge collectors and the flocculators?

A: Polychem Systems is an acceptable alternative for the chain and scraper sludge collectors and Hayward Gordon is an acceptable alternative for the flocculators.

Clarification: Variable frequency drives shall be provided with each flocculator mixer. The variable frequency drives shall be located in a Nema 4X enclosure installed beside control panel A.

# AMHERSTDALE WATER TREATMENT PLANT UPGRADE

## Revised per Addendum No. 5

### Requisition # DEP14350

Contractor's Bid Sheet

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

**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	Lump Sum	Mobilization/Demobilization	LS \$	
2.0	Lump Sum	Videotaping of Project Area	LS \$	
3.0	Lump Sum	Erosion & Sediment Control	LS \$	
4.0	Lump Sum	Con/Span Bridge System	LS \$	
5.0	Lump Sum	Demolition of Existing Structures	LS \$	
6.0	Lump Sum	Closing of Existing Water Well	LS \$	
7.0	183 CY	Flocculation Basin (Concrete)	CY \$	
8.0	Lump Sum	Flocculation Basin Mixers w/VFD Controls	LS \$	
9.0	4 EA	4" Mud Valves	EA \$	
10.0	Lump Sum	Miscellaneous Metals/Grating/Handrails/Valve Pedestals	LS \$	
11.0	376 CY	Sedimentation Basin (Concrete)	CY \$	
12.0	2 EA	Chain & Flight Collectors	EA \$	
13.0	Lump Sum	Scum Pipes and Associated Piping	LS \$	
14.0	2 EA	Tube Settlers	EA \$	
15.0	Lump Sum	Pre-Treatment Applied Water Pumps, Valves, and Associated Piping	LS \$	
16.0	4 EA	4" Plug Valves w/Pedestals, Handwheel Operators, and Associated Piping	EA \$	
17.0	Lump Sum	Static In-line Mixer and Associated Piping	LS \$	
18.0	Lump Sum	Site Piping	LS \$	
19.0	Lump Sum	Site Electrical	LS \$	
20.0	Lump Sum	Stream Bank Rip Rap	LS \$	
21.0	Lump Sum	Connection to Existing Sewer	LS \$	
22.0	Lump Sum	10" Tideflex Valve	LS \$	
23.0	Lump Sum	Concrete Headwall	LS \$	
24.0	Lump Sum	HLBC Street Repair	LS \$	
25.0	Lump Sum	Site Restoration	LS \$	
		<b>TOTAL</b>		<b>\$</b>

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code* §5A-3-10a provides that: 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.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### 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 materials, 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.

### 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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

### 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_