



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  
 DEP14360

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	FOB	FREIGHT TERMS
08/12/2008				

BID OPENING DATE: 08/27/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE RAGLAND WATER STORAGE TANK PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE 07/17/08 MEETING.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 08/20/08 TO 08/27/2008 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		968-96		
CONSTRUCTION OF WATERLINE STORAGE TANK						

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

Pre-Bid Conference  
**SIGN IN SHEET**  
(Please Print)

Project Name: Ragland Water Storage Tank Project

Request for Quotation No.: DEP14360

Date: 07/17/08

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>JIM WARY</u> <u>MID ATLANTIC STORAGE SYSTEMS</u>	<u>1551 ROBINSON ROAD</u> <u>WASHINGTON C.H, OH 43160</u>	T: <u>740-335-2019</u> F: <u>740-335-0584</u>
2. <u>S.B. Hefflin</u> <u>MCPSP</u>	<u>P.O. Box 98</u> <u>Naugahock, WV 25108</u>	T: <u>304-235-224</u> F: <u>235-8115</u>
3. <u>Angela Chestnut</u> <u>WVDEP/AML</u>	<u>601 57th St</u> <u>Charleston, WV 25304</u>	T: <u>304-926-0499x1459</u> F: _____
4. <u>Danielle Whited</u> <u>WVDEP/AML</u>	<u>601 57th St</u> <u>Charleston, WV 25304</u>	T: <u>304-926-0499x1752</u> F: _____
5. <u>Dave Beal</u> <u>WVDEP/AML</u>	<u>116 100 Dr</u> <u>Oak Hill</u>	T: <u>465-1911</u> F: _____
6. <u>RANDALL PACE</u> <u>WVDEP/AML</u>	<u>116 INDUSTRIAL DR</u> <u>OAK HILL, WV</u>	T: <u>465-1911</u> F: _____
7. <u>Brian DUFFIELD</u> <u>WVDEP/AML</u>	<u>116 INDUS. DR.</u> <u>Oak Hill, WV</u>	T: <u>465-1911</u> F: _____
8. <u>LARRY CASWELL</u> <u>WELDING INC</u>	<u>P.O. Box 6007</u> <u>CHARLESTON WV 25362</u>	T: <u>346-0763</u> F: <u>343 5998</u>
9. <u>Jonathan Carpenter</u> <u>Thrasher Engineering</u>	<u>300 Association Drive</u> <u>Charleston, WV 25311</u>	T: <u>304-343-7601</u> F: <u>304-343-7604</u>
10. _____	_____	T: _____ F: _____

## Ragland Water Tank Project PBC

003

Req# 14360

07/17/2008

### *Questions:*

1. Who do we need to submit questions to at Purchasing?  
A: Chuck Bowman is the buyer.
2. How do we get the old tank off of the existing site?  
A: Stockpile next to the site, and the PSD will haul away.
3. Which contract encompasses the telemetry?  
A: Contract #1 – the Waterline Extension Project.
4. What size temporary tank is needed?  
A: 10,000 gallon.
5. Will telemetry need to be installed on the temporary tank?  
A: It doesn't have to be. PSD will work with the contractor on that issue.
6. Are both sites accessible by vehicle?  
A: Yes.
7. Will there be a bid item for allocation of power?  
A: The utility allocation/relocation will be the responsibility of the contractor. The contractor will submit an estimate, with no markup, to WVDEP to approve before the work can begin, then WVDEP will pay the contractor for the cost of the utility work.