



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
6611C017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/31/2011				

BID OPENING DATE: **04/14/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		135-40		
<p>GROUT INSTALLATION</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT TO INSTALL GROUT IN THE ANNULAR SPACE BETWEEN THE LINER AND EXISTING PIPE.</p> <p>WORK IS TO BE PERFORMED ON VARIOUS DIVISION OF HIGHWAYS ROADWAYS IN ALL 55 COUNTIES.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **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.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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BID OPENING DATE: 04/14/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

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<p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN</p>						

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PAGE
4

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<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES</p>						

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<p>IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 6611C017</p>						

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PAGE
6

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				04/14/2011		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ 6611C017 ***** TOTAL: _____						

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 Supplemental Specifications shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.7, 106.9, 107.1, 107.2, 107.3, 107.7, 107.14, 107.19, 107.20, 108.5, 108.8, 109.1, 109.2 and 109.20.

The terms "Contractor" and "Vendor" used in the above specifications of this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Blvd., East
Charleston, West Virginia 25305
Phone: 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

2. SCOPE OF WORK

The Division of Highways is issuing this Request for Quotation requesting bidders to furnish all labor, material and equipment to install grout in the annular space between the liner and existing pipe complete, in place as specified herein, to be performed on various Division of Highways roadways in all 55 counties. Actual locations will be specified in an Agency Release, which will be issued by the Division of Highways at the time service is required.

3. BIDDING INSTRUCTIONS

Bidders submitting bids for a specific district shall bid all counties in that district.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause for their rejection.

4. DESCRIPTION

The grout produced for this contract shall consist of Portland cement, meeting the requirements of ASTM-C150, a foaming agent, meeting the requirements of ASTM-C869 and water and have a density of between 40 and 50 lbs/cf.

Work shall consist of installing cellular concrete into the annular space between the existing pipe and the new plastic pipe (installed by others). The Division of Highways will be responsible for providing any needed traffic control, constructing bulkheads, vent tubes, grout tubes and blocking if needed.

5. CONTRACTOR RESPONSIBILITY

Contractor shall employ and assign to the project site at least two technicians per job that have had previous experience installing cellular concrete in the pressure grouting of slip liner pipe. This experience shall consist of the successful completion of three projects of similar ground and project conditions. The contractor shall supply the name/type of the three projects and any credentials to support the technicians' experience to the District Engineer within thirty (30) days of receiving a signed Agency Release.

Contractor shall provide a concrete pump that can be regulated to provide a delivery pressure of no greater than 2 psi and a Viper turbo air foam generator or equal.

Contractor shall ensure that all voids are filled by pumping grout from downstream of culvert and continue pumping until grout is expelled from the highest vent tube on the inlet end.

Contractor shall take appropriate precautions to avoid over pressurization, buckling and floating of the slip liner pipe during the grouting process. Pressure on the annular void shall not exceed 2 psi to avoid damage to the liner pipe. Regardless of the pressure, the Contractor shall be solely responsible for any damage or distortion of the liner pipe due to the grouting process.

The Contractor shall comply with the pipe manufacturer's recommendations for grouting procedures. Multiple grout lifts may be required to avoid buckling the liner pipe.

The Contractor shall take all necessary precautions to protect and preserve the interior of the pipe from damage. Spills shall be minimized and cleaned up immediately. Any damage to the pipe caused by or occurring during the grouting operation shall be repaired by a method approved by the engineer at no additional cost to the Division of Highways.

The Contractor shall commence work within thirty (30) days of receiving a signed Agency Release.

6. METHOD OF MEASUREMENT

Unit price shall be per linear foot of installed culvert lines.

7. CONTRACT AWARD

Qualified Vendors who submit a valid bid for "FOB Site" will be awarded a contract for those Districts for which their bid is low. Vendors are cautioned that the quantities listed on the Bid Schedule are estimates only. Actual orders will be placed for the required needs of the Division of Highways.

In the event a Vendor fails to conform to the requirements set out in this contract document, the Agency Release or the governing specifications, the Purchase Order Contract may be canceled and re-awarded to the next low bidder.

8. DELIVERY

An Agency Release for delivery to various Division of Highways roadways will be issued to the Vendor awarded a

contract for the county locations (see Bid Schedule). Original delivery tickets for each delivered load to the District sites must be signed and retained by a Division of Highways employee at the delivery location.

In the event that the Vendor, to which the Agency Release is issued, is unable to comply with the specified delivery schedule, the Division, at its option, may cancel all or part of the Agency Release and obtain the required quantity from the most economical available source.

9. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the above prices, terms and conditions of his bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to other entities of the State he is bound to extend them upon issuance of a purchase order by these entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangements for payment.

10. VENDOR'S INVOICES

Vendor's invoices must be submitted in original plus one copy and contain the following:

- a) The bid sheet item number and item description delivered during the invoicing period.
- b) Total quantity and unit price with the total cost of each item.
- c) Agency Release Number and this Contract Number.

NOTE: Under no circumstance will the Division of Highways accept, or pay for, quantities of materials in excess of the quantity stated on the Agency Release.

11. Bid Schedule -- District 1
 (Boone County, Clay County, Kanawha County,
 Mason County and Putnam County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

11. Bid Schedule -- District 2
(Cabell County, Lincoln County, Logan County,
Mingo County and Wayne County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

11. Bid Schedule -- District 3
(Calhoun County, Jackson County, Pleasants County, Ritchie
County, Roane County, Wirt County and Wood County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

11. Bid Schedule -- District 4
(Doddridge County, Harrison County, Marion County,
Monongalia County, Preston County and Taylor County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

11. Bid Schedule -- District 5
(Berkeley County, Grant County, Hampshire County, Hardy
County, Jefferson County, Mineral County and Morgan County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

11. Bid Schedule -- District 6
 (Brooke County, Hancock County, Marshall County,
 Ohio County, Tyler County and Wetzel County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

11. Bid Schedule -- District 7
 (Barbour County, Braxton County, Gilmer County,
 Lewis County, Upshur County and Webster County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

11. **Bid Schedule -- District 8**
(Pendleton County, Pocahontas County,
Randolph County and Tucker County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

11. Bid Schedule -- District 9
 (Fayette County, Greenbrier County, Monroe
 County, Nicholas County and Summers County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

11. Bid Schedule -- District 10
 (McDowell County, Mercer County, Raleigh
 County and Wyoming County)

Delivery: F.O.B District's Site

Item	Item Description	Estimated Quantity in Linear Feet	Unit Price Per Linear Foot	Amount
1	Grout 10.75" - 18" Pipe Liner for corresponding 12" - 21" ID pipe	500		
2	Grout 18" - 22" Pipe Liner for corresponding 24" ID pipe	500		
3	Grout 22" - 28" Pipe Liner for corresponding 27" - 34" ID pipe	500		
4	Grout 28" - 36" Pipe Liner for corresponding 36" - 42" ID pipe	500		
5	Grout 36" - 42" Pipe Liner for corresponding 48" ID pipe	500		
6	Grout 42" - 48" Pipe Liner for corresponding 54" ID pipe	250		
7	Grout 48" - 54" Pipe Liner for corresponding 60" ID pipe	100		
8	Grout 54" Pipe Liner for corresponding 66" ID pipe	100		
9	Grout 63" Pipe Liner for corresponding 66" - 72" ID pipe	100		
10	Grout 63" Pipe Liner for corresponding 84" ID pipe	100		

TOTAL \$ _____

GRAND TOTAL \$ _____

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,

5. 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,

6. 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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____

Signed: _____

Date: _____

Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

- 1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

_____,
(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this ____ day of _____.

By Commission expires _____

(Seal)

_____,
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

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.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____