



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 |
| COR61543 |

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|------|
| PAGE |
| 1 |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| TARA LYLE |
| 304-558-2544 |

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

LAKIN CORRECTIONAL FACILITY

SHIP TO

11264 OHIO RIVER ROAD
 WEST COLUMBIA, WV
 25287 304-558-2036

| | | | | |
|------------------------------|---------------|--------------------------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 01/30/2012 | | | | |
| BID OPENING DATE: 02/09/2012 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|--|------------|--------|
| | | | | ADDENDUM NO. 2 | | |
| | | | | 1. QUESTIONS AND ANSWERS ARE ATTACHED. | | |
| | | | | 2. PRE-BID SIGN IN SHEET ATTACHED. | | |
| | | | | 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. | | |
| | | | | END OF ADDENDUM NO. 2 | | |
| 0001 | 1 | JB | | 890-45 | | |
| | | | | WATER SOFTENER SYSTEM | | |
| | | | | ***** THIS IS THE END OF RFQ COR61543 ***** TOTAL: | | |

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. 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.html 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).

COR61543

Lakin Correctional Center

Water Softener System Project

Questions:

Q1: Do you some type of plastic valve? If so, 3" valves of this size, are not available in a plastic type valve or with a single piston configuration.

A1: The Facility wants a non- corrosive system, the single piston comes into play because the second piston is for (NO HARD WATER BY-PASS), and plastic valve would be the 3 inch shut-off valves which is available in glue on, or screw in.

Q2: If we bid the same Fleck 3900 valve, does it need to be noted as an alternate type item?

A2: This is the system that was recommended for this Facility.

Q3: If we use an independent contractor vacuum truck on-site to remove the old resin and gravel what additional information is required with the bid to do this.

A3: There is no additional information required when submitting the bid. Contractor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to security background check of any employee of contractor that will be working on-site on the project.

Q4: During the pre-bid meeting it was indicated to replace only the brine floats. The pre-bid instructions indicate to replace brine floats and brine tank. Is the brine tank to be replaced?

A4: This will only be known once the tanks have been emptied.

Q5: During the pre-bid meeting it was indicated to replace the by-pass system and the inlet/outlet headers to the softeners. The instructions indicate that the by-pass is going to remain in place. Is the by-pass system to be replaced, including valves and header piping?

A5: Yes, replace the by-pass system.

Q6: Is there an air supply (70 – 100 psi) available near the work area that can be used?

A6: No.

- Q7: Is there a garden hose type water supply available near the work area that can be used?
- A7: Yes, at the present time the main valves are working properly allowing the main to be shut-off, and to utilize the faucet between the secondary valve.
- Q8: Is there a required flow rate that the softeners need to produce to maintain adequate soft water supply needs? Please specify in gallons per minute or total soft water used per day and amount of time soft water is consumed, such as number of hours.
- A8: This facility was set for regeneration every 50,000 gallons of water use and it regenerated twice weekly per tank for an average use of 200,000 gallons of water per week.
- Q9: Is the performance bond and labor material bond required at the same time of the bid opening, or are these bonds to be provided once the contract is awarded?
- A9: The performance and labor material bond are not required for the bid opening. After the bids are reviewed by the Purchasing Division, they will contact the winning contractor and request the previous stated bonds.
- Q10: Will progress payments be considered for any part of this contract?
- A10: On this project, billing is accepted once a month.
- Q11: Can material for the project be shipped directly to the correctional facility?
- A11: Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility. The Facility nor the hospital has the capability to unload heavy equipment.
- Q12: Will the material be stored near the work area or are we responsible for relocating it from another area as needed.
- A12: The materials can be stored at the Facility. If the contractor stores the material at a location other than the work site, additional insurance is required to receive payment on stored materials.

Clarification:

- C1: Alternate #1, provide cost for four (4) additional years on the system including parts and labor. This is in addition to the one (1) year warranty.
- C2: The Division of Corrections reserves the right to accept or reject the alternate bid if the cost exceeds the amount budgeted for the project.
- C3: The below RFQ bid form **MUST** be used to bid this project.
- C4: The bid opening remains 02/09/2012 at 1:30 pm.

RFQ # COR61543

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO
REBUILD THE EXISTING WATER SOFTENER SYSTEM LAKIN CORRECTIONAL
CENTER**

MASON COUNTY

BID FORM

Bidder's Company Name:

Bidder's Address:

Remittance Address (If different):

Phone Number: _____

Fax Number: _____

Email Address: _____

WV Contractor's License Number: _____

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

BASE BID: _____

(\$ _____) (Base bid to be written in words and numbers.)

ALTERNATE #1 BID: _____

(\$ _____) (Alternate #1 bid to be written in words and numbers.)

CONTRACT TOTAL BID: _____

(\$ _____) (Contract total bid to be written in words and numbers.)

This contract will be awarded to vendor with lowest Base Bid meeting all of the specifications. The alternate may be awarded based on the availability of funds for this project.

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Failure to use this bid form will result in automatic disqualification.

COR 61543: Water Softener Project

SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Page 1 of 1

Date: 1/3/2012

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

| | | |
|--|---------------------|---------------------------|
| Company: AQUATECH INDUSTRIES | 0515 LYNN CR CA | PHONE 304-525-7100 |
| Rep: DAVID RANSBATTOM | CAVALETTE, WV 25533 | TOLL FREE N/A |
| Email Address: davidransbattom@msd.com | | FAX N/A 304-638-9222 CELL |
| Company: Bob Wacey Industrial Water Resources | PO Box 751 | PHONE 304 406 8010 |
| Rep: BOB WACEY | Buckhannon Wv 26201 | TOLL FREE |
| Email Address: bob.wacey@gmail.com | | FAX 888 615 3176 |
| Company: ELCO MECHANICAL | 1510 COONSIGN DR | PHONE 304-346-0546 |
| Rep: SCOTT GRIGSBY | CHARLESTON WV 25322 | TOLL FREE |
| Email Address: SCOTTGRIGSBY@SUDDENLUMMAIL.COM | | FAX 304-346-0548 |
| Company: | | PHONE |
| Rep: | | TOLL FREE |
| Email Address: | | FAX |
| Company: | | PHONE |
| Rep: | | TOLL FREE |
| Email Address: | | FAX |

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

.....
SIGNATURE

.....
COMPANY

.....
DATE