



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  
 HUT988

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HUTTONSVILLE CORRECTIONAL  
 CENTER  
 ATTENTION: CLINTON SEMMLER  
 ROUTE 250 SOUTH  
 HUTTONSVILLE, WV  
 26273 335-2291

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/20/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		890-15		
<p>*****            PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10/27/2011 AT 10:00 AM AT THE HUTTONSVILLE CORRECTIONAL CENTER LOCATED AT US ROUTE 219/250 SOUTH HUTTONSVILLE, WV 26273.            VENDORS SHOULD PRE-REGISTER PRIOR TO THE MEETING WITH LANCE YARDLEY AT 304-335-2291 OR BY EMAIL AT LANCE.YARDLEY@WV.GOV.            *****</p> <p>WASTE WATER TREATMENT AND MAINTENANCE SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE WASTE WATER TREATMENT PLANT SERVICES FOR THE HUTTONSVILLE CORRECTIONAL CENTER, PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:            WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 11/08/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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](http://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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<p>QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115            EMAIL: TARA.L.LYLE@WV.GOV</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 10/27/2011 AT 10:00 AM AT THE HUTTONSVILLE CORRECTIONAL CENTER LOCATED AT US ROUTE 219/250, SOUTH HUTTONSVILLE, WV 26273. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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, THE TERMS, CONDITIONS AND PRICING SET 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) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

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<p>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 TO 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 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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>						

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<p>CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RANDOLPH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

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<p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p>						

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER:-----TL/32----- RFQ. NO.:-----HUT988----- BID OPENING DATE:-----11/22/2011----- 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 HUT988 ***** TOTAL: _____						

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**HUT988****REQUEST FOR QUOTATIONS**

OPERATION, REPAIR, MAINTENANCE, MONITORING, AND SAMPLING OF AN EXISTING 200,000 GALLON PER DAY SEWAGE COLLECTION AND TREATMENT SYSTEM FOR THE HUTTONSVILLE CORRECTIONAL CENTER

The Huttonsville Correctional Center (HCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for the Operation, repair, maintenance, monitoring, and sampling of an existing 200,000 gallon sewage collection and treatment system.

A mandatory pre-bid conference will be scheduled for Wednesday October 27, 2011 at 10:00 AM at the Huttonsville Correctional Center. Vendors that are interested in attending the pre-bid conference will need to contact and register with the following individual:

Name: Lance Yardley  
Phone: 304-335-2291  
Email: [Lance.Yardley@wv.gov](mailto:Lance.Yardley@wv.gov)

Vendors quoting on this request for quotations **SHALL** comply with the below Specifications:

SPECIFICATION SECTION- TO MONITOR, MAINTAIN, AND REPAIR A 200,000 GALLON PER DAY SEWAGE COLLECTION AND TREATMENT SYSTEM

**PART 1- GENREAL****1.01 DESCRIPTION**

- A. The Huttonsville Correctional center (HCC) is located near the town of Huttonsville in a rural area that is located in Randolph County.

**1.02 SUMMARY**

- A. The following are the specifications for the operation, repair, maintenance, monitoring, and sampling of the existing 200,000 gallon per day sewage collection and treatment system located at the Huttonsville Correctional Center Complex.

- (1) The winning bidder will be responsible for the operation, repair and maintenance, monitoring, and sampling of an existing 200,000 gallon per day sewage collection and treatment system which consists of a mechanically cleaned bar screen, a 178,000 gallon Orbal aeration, two (2) 28,200 gallon clarifiers, an ultraviolet disinfection system which includes a 756 gallon ultraviolet disinfection chamber, a 3,030 gallon post aeration unit, a 6,000 gallon sludge mixing tank, a 74,000 gallon sludge holding tank, an 8,000 gallon wet well return, Spiral Bar Screen, 50,000 GPD EQ basin, Oil and Water Separator and Duplex Lift Station, and other necessary appurtenances.
- (2) The winning bid contractor shall conduct operation and maintenance visits in accordance with all operational standards and guidelines mandated by the West Virginia Division of Environmental Protection.
- (3) The contractor shall provide all labor, materials, and bear expenses necessary to include:
  - a. Laboratory Analysis
  - b. Treatment Chemicals that will be used at the Waste Water Treatment Plant

The cost of any resampling due to delays or improper sampling will be the responsibility of the contractor.
- (4) The contractor must be available to meet with regulatory agency personnel or inspectors.
- (5) The contractor will be responsible for the payment of any of any fines assessed by a regulatory agency as a result of the Contractor's failure to perform under the specification of this agreement. Specifically, the Contractor will only be held liable for the gross negligence found by these regulatory agencies shall be made by the Contractor.
- (6) The contractor must maintain all required files, records, and permits in accordance with applicable regulations. Copies of the transactions and report data, including maintenance logs, will be provided to the Associate Warden of Operations if requested.

- (7) The contractor will be required to respond within twenty-four (24) hours a day, seven (7) days a week, for emergencies. Emergency response time must be stated in the agreement and will respond on-site no more than two (2) hours from the time of call out.
- (8) The Contractor's employee(s) assigned under this agreement shall submit to a criminal background check performed by the Huttonsville Correctional Center at no cost to the Contractor.
- (9) The Contractor's employee(s) assigned under this agreement must attend an on-site security Orientation training. The Contractor shall bear the cost of wages for this training.
- (10) The Contractor will ensure that the cleanliness/sanitation of the waste water treatment plant and all areas associated are kept at a high standard.
- (11) The Contractor should submit with their bid, current applicable state certifications for the qualified operations of the described facilities.
- (12) The Huttonsville Correctional Center shall provide all current equipment for the operation of the waste water treatment plant and will be responsible for the cost of replacement parts.
- (13) The Contractor will be responsible to identify any malfunctioning equipment notify the owner of said equipment. The contractor will be responsible to locate parts to make any repairs to any equipment which will also include completing the purchase request so that the owner can order parts and materials to make the necessary repairs. The Huttonsville Correctional Center maintenance staff will be responsible to make any necessary repairs to the malfunctioning equipment.
- (14) The winning contractor, Department of Agriculture, and the Huttonsville Correctional Center will coordinate with each other for the removal of the sludge. The Department of Agriculture will provide a tractor, and the Huttonsville Correctional Center will provide a driver for the tractor. Huttonsville Correctional Center will also be responsible for the cost of any and all septic hauling that may needed to include the removal/pumping of the oil/water separator.

- (15) Huttonsville Correctional Center will provide lawn care and snow removal (access road and parking area).
- (16) Huttonsville Correctional Center will be responsible for control of the pests at the treatment facility. This will include general rodent control and bee control.
- (17) The contractor and employee(s) must follow all Division of Corrections policy directives and the Huttonsville Correctional Center Operational Procedures.
- (18) If an emergency shall arrive that will greatly impact the operation of the waste water treatment plant, Huttonsville Correctional Center will provide the appropriate staff to assist in getting the emergency resolved.
- (19) The contractor shall provide for the following services as it pertains to the treatment plant:
  - a. Operational Labor
  - b. Lab Cost
  - c. Sampling Costs to include any resampling that may be needed
  - d. Chemical usage based on the current operations at the time of the contract signing.
- (20) The owner shall provide the following items to the contractor to help maintain the Waste Water facility:
  - a. Grease for the mechanical equipment
  - b. Oil for the lubrication of the equipment
  - c. Gasoline for the pressure washer and trash pump
  - d. Paint if needed
  - e. Cleaning Supplies
  - f. Garbage Bags
  - g. Grass Cutting
  - h. Salt for the use on the walkways
  - i. Snow removal on the entrance road and parking area along with the lower roads by the filter beds.
- (21) The contractor will be responsible to identify any malfunctioning equipment, and notify the owner of said equipment, and locate any parts that maybe needed to make the repairs to the equipment which shall also include completing the purchase request so that the owner can order the parts and material that is needed to make the repairs. The Department of Corrections maintenance staff is

responsible to make the repairs to any malfunctioning equipment. The contractor may provide assistance in the repair process.

- (22) The contractor shall be held liable only for gross negligence of their duties as outlined by the Department of Environmental Protection or the Environmental Protection Agency, and payment for any fines and fees if assessed for contractors gross negligence found by these regulatory agencies.
- (23) The Department of Corrections will be responsible for the removal of sludge from the treatment plant. The contractor will coordinate with the Department of Corrections when the sludge is ready to be land applied. The Department of Corrections will coordinate with the Department of Agriculture to secure a tractor to haul the sludge away. The Department of Corrections will provide a driver for the tractor. (The contractor shall not be held liable for any of the sludge hauling process as they do not have any control over when the sludge can be hauled. They are dependent on the Department of Corrections having a driver and the Department of Agriculture having a tractor to haul the sludge and a field to haul it to. It is unfair to expect the contractor to pay for a septic hauler to haul sludge because the D.O.C or D.O.A could not coordinate the removal of sludge.) This could be corrected in the future with the purchase of a tractor by the Department of Corrections so that they would not have to rely on the Department of Agriculture to provide a tractor. The permit is in the process of being reissued and additional fields are being added so that we have more places to haul the sludge to.
- (24) Garbage removal and the cost associated with it is the sole responsibility of the Department of Corrections. The contractor shall insure that the trash is bagged properly and deposited in the dumpster.
- (25) The Department of Corrections is responsible for the cost of any and all septic hauling that may be needed.
- (26) The Department of Corrections will be responsible for the control of pests at the treatment facility. This will include rodent control, bee control, and any other pests that may be encountered.

### **1.03 EQUIPMENT**

A. The following equipment below will be needed to work on this project.

- Spiral Bar Screen
- 50,000 GPD EQ Basin
- Oil & Water Separator
- New Duplex Lift Station

B. The owner being the prison will be responsible to pay for the Oil & Water separator to be pumped out when needed. The contract will advise the owner when the tank is in need of pumping.

### **1.04 ADWARD**

The contract will be awarded to the successful vendor that meets all the specifications, and has the lowest grand total amount.

HUT988 - Waste Water Treatment - Huttonsville Correctional Center			
Bid Form			
Item No.	Description	Quantity	UNIT Price - Monthly Fee Extended Price
1	Monthly Service Fee as per the specifications	12 months	\$ \$
	Failure to use this information may result in disqualification.		GRAND TOTAL:
	Bidder / Vendor Information:		
	Name:		
	Address:		
	Phone No.		
	Fax No.		
	Email Address:		

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 exceeds 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** \_\_\_\_\_



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.