



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP14350

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/30/2008				
BID OPENING DATE: 08/14/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
ADDENDUM ISSUED FOR THE AMHERSTDALE WTP UPGRADE TO DISTRIBUTE THE ADDITIONAL INFORMATION OMITTED FROM THE CONSULTANT'S RESPONSES TO QUESTIONS ANSWERED IN ADDENDUM #3 DATED 07/17/08. ADDENDUM ALSO DISTRIBUTES A CLARIFICATION FROM THE CONSULTANT AND A REVISED BID SCHEDULE.						
BID OPENING DATE AND TIME HAVE BEEN EXTENDED FROM 08/05/08 TO 08/14/08 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		968-96		
AMHERSTDALE WATER TREATMENT PLANT UPGRADE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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

Req# 14350

Questions:

1. Does a copy of the Bid need to be sent to the Bid Observer?
A: No. Only one copy of the bid will be submitted to the Buyer at the State Purchasing Division. The bid needs to be submitted by or before the opening date and time.
2. Who performs inspection?
A: The WVDEP.
3. Has the Power Company been notified?
A: Yes, they are aware (according to the PSD), but it is the Contractor's responsibility to have it relocated.
4. What permits are required by the contractor?
A: The PSD has obtained a WVDEP NPDES construction stormwater permit, West Virginia Division of Highways permit, West Virginia Bureau for Public Health, Public Lands Corporation permit and US Army Corps of Engineers permit.
5. What is the downstream end of the bank protection (the plans do not show this)?
A: Plan Sheet 4 has been revised to show the limits of the stream bank protection.
6. How much retainage will be held?
A: There will be no retainage on this project, only bonds.
7. Is a field office required?
A: Yes.
8. What is the last day that questions will be taken (before the bid opening)?
A: All questions asked after the meeting is over must be asked through the Division of Purchasing. Contact the Buyer for guidelines, if needed.
9. Can we get a copy of the geo-tech report?
A: Thrasher Engineering, Inc. (TEI) utilized the soil information on the record drawings provided by Buffalo Creek Public Service District. TEI does not have a geo-tech report for this project.

Amherstdale Water Treatment Plant Upgrade Project PBC

3.

Req# 14350

10. In order to construct the water treatment plant, particularly the bridge, the overhead electric/utility lines which run along the east side of Route 16/80 will have to be relocated permanently to the west side of Route 16/80 in order to set the bridge with a crane. Please revise plans and make point of contact. Will owner pay for relocation?

A: The utility relocation will be the responsibility of the contractor. The original Bid Item No. 7.0 (Relocation of Existing Incoming Power) has been removed. The contractor will submit an estimate, with no markup, to WVDEP to approve before the relocation can begin, then WVDEP will pay for the cost of the utility relocation. The new Bid item No. 19.0 will include all other electrical work and hookups related to the project.

11. Is it in the plans for the existing well closure?

A: Yes, there is a bid item.

12. Is there work inside the building on existing facilities?

A: Yes, there is some work on the existing pipes.

13. Is there an approved, nearby waste or borrow area?

A: No, it is the responsibility of the Contractor to find any waste/borrow area needed. Any required permits must be obtained by the contractor. PSD may be able to assist in finding a waste/borrow area.

14. The sewer connection is in the (county) road, not where the plans show on the side of the road.

A: The Contractor is required to verify the location of all utilities. If it is in the road the plan quantity may be modified accordingly. There is a pay item for road restoration. The item will be used to tie the bridge into the road as well.

15. Can the groundwater that will collect in the large structure excavations be pumped directly into Davy Branch Creek?

A. The contractor will need to work with the owner to request any needed permits from DEP or any other agency prior to discharging any water back into Davy Branch Creek.

Amherstdale Water Treatment Plant Upgrade Project - Clarification

Req# 14350

Clarification from the Consultant:

Regarding the bridge:

The roadway elevation is 1238.50 and the stream bottom elevation is 1235.50. The clear rise on the bridge shall be 2'0". There shall be 6" of stone installed on the bridge. Wingwall 3 shall be shortened to 9'0" and the angle changed from 45 degrees to 80 degrees.

AMHERSTDALE WATER TREATMENT PLANT UPGRADE

Requisition # **DEP14350**

4.

Revised per Addendum #4

Company Name: _____

Address: _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	Lump Sum	Mobilization/Demobilization	LS \$	
2.0	Lump Sum	Videotaping of Project Area	LS \$	
3.0	Lump Sum	Erosion & Sediment Control	LS \$	
4.0	Lump Sum	Con/Span Bridge System	LS \$	
5.0	Lump Sum	Demolition of Existing Structures	LS \$	
6.0	Lump Sum	Closing of Existing Water Well	LS \$	
7.0	183 CY	Flocculation Basin (Concrete)	CY \$	
8.0	Lump Sum	Flocculation Basin Mixers w/VFD Controls	LS \$	
9.0	4 EA	4" Mud Valves	EA \$	
10.0	Lump Sum	Miscellaneous Metals/Grating/Handrails/Valve Pedestals	LS \$	
11.0	376 CY	Sedimentation Basin (Concrete)	CY \$	
12.0	2 EA	Chain & Flight Collectors	EA \$	
13.0	Lump Sum	Scum Pipes	LS \$	
14.0	2 EA	Tube Settlers	EA \$	
15.0	Lump Sum	Pre-Treatment Applied Water Pumps	LS \$	
16.0	4 EA	4" Telescopic Valves w/Pedestals & Indicators	EA \$	
17.0	Lump Sum	Static In-line Mixer	LS \$	
18.0	Lump Sum	Site Piping	LS \$	
19.0	Lump Sum	Site Electrical	LS \$	
20.0	Lump Sum	Stream Bank Rip Rap	LS \$	
21.0	Lump Sum	Connection to Existing Sewer	LS \$	
22.0	Lump Sum	10" Tideflex Valve	LS \$	
23.0	Lump Sum	Concrete Headwall	LS \$	
24.0	Lump Sum	HLBC Street Repair	LS \$	
25.0	Lump Sum	Site Restoration	LS \$	
		TOTAL		\$