



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  
 DEFK10015

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 32  
 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION  
 1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2010				

BID OPENING DATE: 05/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE MODIFIED FIRING RANGE PROJECT AT CAMP DAWSON, IN KINGWOOD, WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND CLARIFICATIONS AND Q/A RESULTING FROM THE PRE-BID MEETING OF 04/09/2010. BID OPENING DATE AND TIME REMAIN 05/19/2010 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001	1	JB		968-20		
				BUILDING CONSTRUCTION		

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.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).

WEST VIRGINIA ARMY NATIONAL GUARD  
CONSTRUCTION & FACILITIES MANAGEMENT OFFICE  
1703 Coonskin Drive  
Charleston, West Virginia, 25311-1085

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FMO-OTR-12

10 May 2010

West Virginia Department of Administration  
Purchasing Division  
Attn.: Mr. Charles Bowman  
PO Box 50130  
Charleston, WV 25305-0130

Subject: Pre-Bid, DEFK10015, Modified Record Fire Range, Kingwood, WV

Listed below are requested changes prior to bid.

Change 1

### 1.1 LABORATORY TESTING

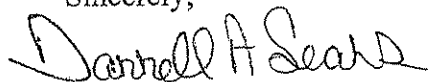
- A. The independent commercial testing laboratory selected by the Contractor shall meet the standards set forth in the Contract Specifications; refer to section 01400. The independent commercial testing laboratory must be under the direct control and supervision of a Registered Professional Engineer in the State of West Virginia. The Contractor must submit the name of the proposed testing lab for approval by WVARNG. The testing must be performed by personnel who are fully certified in performing the applicable tests. The names and qualifications of the personnel performing the sampling and testing must be included in each testing report package submitted. The cost of all construction testing is solely the responsibility of the Contractor and is included in the price bid for the work.

Change 2

Within the base bid, the number of construction days need to be changed to read 270 calendar days.

If you have any questions or concerns contact the undersigned at (304) 561-6676.

Sincerely,



Darrell A Sears  
Project Manager  
CFMO, WVARNG

Attachment:

1. WV-35
2. Pre Bid Sign in Sheet
3. Pre Bid meeting minutes

Pre-Bid Meeting Agenda; Modified Record Fire Range (MRF), Camp Dawson, WV

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The following constitutes a Pre-bid Meeting minutes for DEFK10015, Modified Record Fire (MRF)  
Date: 9 April 2010

Time: 1:30 PM

Location: Camp Dawson, WV

**1. ADMINISTRATIVE:**

**D SEARS**

- a. The Pre-bid meeting for the subject contract at 1330-1600 hrs, 9 May 2010, at Camp Dawson, WV.
- b. Mandatory pre-bid attendance - Sign-In
- c. Funding: Federally funded, State administrated project. Contract contingent upon Federal Funding.
- d. User: West Virginia Army National Guard
- e. Administrator: Construction & Facilities Management Office, WVARNG

**2. INTRODUCTION:**

**D SEARS**

**a. C&FMO:**

- i. Address  
1703 Coonskin Drive  
Charleston, WV 25311
- ii. LTC David Shafer, CFMO  
(304) 561-6539
- iii. LTC Garrett Cottrell, PE, Chief, Design & Construction  
Email: Garrett.b.cottrell@wv.ngb.army.mil  
(304) 561-6452
- iv. Darrell A Sears, Project Manager  
Email: Darrell.a.sears@wv.ngb.army.mil  
(304) 561-6676(o) (304) 561-6458 (fax)
- v. COL Gary Blackhurst, Environmental Program Management Officer  
(304) 561-6445(o)

**b. CAMP DAWSON**

- i. LTC Joel Miltenberger, Post Commander  
(304) 791-4457
- ii. CPT Jeff Franklin, Post Engineer  
(304) 791-4333

**c. DIVISION OF PURCHASING:**

- i. Mr. Charles Bowman  
(304) 558-2544  
(304) 558-4115 (fax)

**d. DESIGNER OF RECORD:**

- i. Address:  
  
Adam West, P.E.  
The Benham Companies, LLC | an SAIC Company  
One West 3rd Street, Suite 100  
Tulsa, OK 74103  
918-492-1600 | Direct: 918-599-4227  
Mobile: 918-605-6711  
Adam.West@Benham.com
- ii. Subcontractors to include:  
AMEC – Civil

**3. BIDDING ISSUES**

**D SEARS**

- Questions must be submitted to Purchasing Division, attention Mr. Charles Bowman
- a. via email (charles.a.bowmanjr@wv.gov) no later than noon on 21 April 2010.
  - b. Direct discussion is **not** authorized with the Designer of Record, the Facilities Engineer, or the Project Manager.
  - c. Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government.
  - d. Government assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

- e. The solicitation and specification remain unchanged regardless of what is said at the pre-bid conference unless they are changed by formal amendment to the solicitation.

- f. Purchasing Documents

**PURCHASING DIVISION**

- (a) General insurance/bonds from prime contractor by 1330 on 19 May 2010. Copies to be provided to CFMO. For the subcontractors, copies of insurance due prior to start of work.
  - (b) Drug Free Compliance Affidavit

- g. State Prevailing Wage Rate Applies.

- h. **Number of construction days is 270. This change will be issued in Addendum #1.**

**4. FEDERAL RELATIONSHIP**

**D SEARS**

- a. Review General Provision 1, "Relationship of the Federal Government"

**5. WORK HOURS/ SITE ACCESS-SECURITY**

**D SEAR/CPT FRANKLIN**

- a. The Contractor will have access to the site from 0700 to 1800 hrs, Monday to Friday. If work hours must be modified, these will be approved on a case-by-case via the Project Manager (D Sears) and the Designer of Record.
- b. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site at the first pre-construction meeting. *(Section 01040-1.03.E)*
- c. Superintendence: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. Duties of the superintendent will be identified at the first pre-construction meeting. *(Section 01040-1.03.E)*
- d. Camp Dawson Site Security

**CPT FRANKLIN**

**6. TEMPORARY FACILITIES/UTILITY USAGE**

**D SEARS**

**7.**

- a. Temporary Facilities

- Job trailer, equipment and material storage must be located to allow access of unit personnel to their active facilities.

- b. Utility Usage

- Separate power and water meters will be set-up to meter use of these utilities by the contractor during the duration of construction. Cost of associated installation, utilities used and de-installation after completion of construction is the sole responsibility of the contractor.

## 8. UTILITY INTERRUPTIONS

D SEARS

- a. Required to give 3 working day notice to post commander (LTC Miltenberger) and Project Manager (D Sears)
- b. Notifications must include the following information:
  - i. Who
  - ii. What
  - iii. When
  - iv. Why
  - v. Where
- c. Utility Interruptions can last no longer than six (6) hours.
- d. Utility Interruptions must be scheduled after 1800 hours and must end by 0400 hours.

## 9. CONTRACT DURATION LIQUIDATED DAMAGES

D SEARS

### 10.

- a. Liquidated Damages
  - i. Duration of the contract is 270 days from the NTP with milestones.
  - ii. Liquidated Damages is \$400 per day plus one time fixed cost of \$250 for Staff Judge Advocate Review. Per Article 9.11.1 Supplement General Provisions and GP 54, "Liquidated Damages".

## 11. SAFETY

D SEARS

- a. All construction activities will be in conjunction with OHSA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OHSA. All construction activities on site will be a hardhat area and marked as such.
- b. Access to the site will be restricted and controlled by the Contractor. A visitor's sign-in and hardhats to be made available for personnel visiting site.
- c. Temporary fueling operations: Any temporary fueling operation will be maintained in accordance with OHSA and WV Fire Marshall Standards to included secondary containment, fire extinguishers, and spill control.

- d. Cleanup required daily by each perspective sub and General Contractor: No open dumps of construction materials. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

## 12. SUPERVISION OF WORK

D SEARS

- a. Designer of Record will have the responsibility for the observation of Contractor's quality of work. The Designer of Record will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.

## 13. ASPECTS OF CONTRACT

D SEARS

- a. Project Meetings – Section 01 02 00
- b. Modification Procedures – Section 01 26 00
- c. Project Coordination (Correspondence) – Section 01 31 00
- d. Submittals – Section 01 33 00
- e. CPM Construction Scheduling – Section 01 35 50
- f. Materials and Equipment – Section 01 60 00
- g. Cutting and Patching – Section 01 73 29
- h. Warranties – Section 01 77 40
- i. Green Procurement

ENVIRONMENTAL

## 14. SUBSTITUTIONS

BENHAM

- a. Substitution requests must be submitted within 60 days of Notice to Proceed.
- b. Substitution requests will only be considered when one or more of the following applies:
  - i. Extensive revisions to the Contract Documents are not required.
  - ii. Proposed changes are in keeping with the intent of the Contract Documents.
  - iii. The request is timely, fully documented and properly submitted.
  - iv. The specified product or method cannot be provided within the Contract Time. The Architect will not consider the request if the specified product cannot be provided as a result of failure to pursue the Work promptly.
  - v. The request is related to an "or-equal" clause.
  - vi. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Such additional responsibilities for the Owner may include additional expenses for redesign and evaluation services, increased cost of related construction, and other similar considerations.
  - vii. The specified product cannot receive approval by a governing authority, and the substitution can be approved.



- viii. The Contractor's submittal and the Architect's review or approval of Shop Drawings, Product Data or Samples that relate to a substitute does not by itself constitute a final approval of the requested substitution, nor does it relieve the Contractor from fulfilling existing Contract Requirements. Final approval will be granted by the Owner and confirmed in the form of a Change Order.
- c. Approval of Material Submittals shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance as stated in (d) below.
- d. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the submittals, at the time of submission. If the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- e. Substitutions: LEED requirements. None

## 15. SUMMARY OF WORK

**D SEARS**

### a. Project Description

- i. Project consists of the construction of the Modified Record Fire Range at Camp Dawson, WV.
- ii. Work will be constructed under a single prime contractor.
- iii. Contractor shall have full use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.
- iv. Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.
- v. General Contractor will coordinate with concurrent construction projects at Camp Dawson site.
- vi. General Contractor will be responsible for allowing access during construction for other contractors on the project to perform necessary duties.

### b. SCOPE OF CIVIL WORK

- i. Review the scope of work for subject project

**D SEARS**

- |      |                                                                                                                                                                                                     |                      |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| ii.  | Environmental Issues/comments<br>(a) On-site Burning/Waste Disposal<br>(b) Spills of fuels: The Contractor must notify the Owner of any fuel spills as soon as possible.<br>(c) Reporting Procedure | <b>ENVIRONMENTAL</b> |
| iii. | Construction Storm Water Permit                                                                                                                                                                     | <b>ENVIRONMENTAL</b> |
| iv.  | Sediment Erosion Control Measures<br>(a) Need copies of inspections made by DEP<br>(b) Silt Fence must be maintained throughout project                                                             | <b>ENVIRONMENTAL</b> |

**16. QUESTIONS?****D SEARS**

- Questions in regards to topics covered during the Pre-Bid Conference? None

**17. CLOSING COMMENTS****D SEARS**

- Any meeting notes will be published through state purchasing, along with clarifications to contract documents.
- Any further question will be addressed through an Addendum released after the question period has closed.
- Any further questions between now and bid award must be directed to Charles A Bowman at State Purchasing via email (charles.a.bowmanjr@wv.gov) no later than noon on 22 April 2010

Meeting was ended at 1600 at the proposed construction site Camp Dawson, WV.

# DEFK 1001 \$  
 PRE-BID 4/9/2010 10  
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Name / Address	Company Name	Phone #
CHRIS SHAW 501 6TH AVE St. Albans WV 25177	PARAMOUNT BUILDERS e-mail: cshaw@paramountwv.com	Phone: 304.727.2772 FAX: 304.727-030
Eric Krahe 300 E Joppa Rd. Towson, MD 21286	The Whiting-Turner Contracting Co. email: Eric.Krahe@whiting-Turner.com	Phone: 410.305-0035 Fax: 410.337-2538
STEVE SCARBO P.O. Box 2442 Clarksburg, WV 26302	PRO CONTRACTING, INC. PROCON.SIS@ma.net.com	304.622-2400 (304) 622-2410 FAX
GUY GIBSON 1945 HARRISON AVE ELKINS, WV 26241	MASTER SERVICE MID-ATLANTIC	304-636-8170 304-636-8206
Bob Bishop 3564 RIVER ROAD MOBANTOWN, WV 26501	MON VALLEY TECHNOLOGIES (Sub - Fiber-optic, IT CABLING)	304 278-7773 PL 304 278-7404 FAX RISHAD@MVTECH.US
RICHARD STRAILLOT 1549 Tump Lane Fairmont, WV.	SAUCK CONSTRUCTION CO. RICHARD SAUCK@STWV.COM	(304) 366-9497 304 366-9407
JAMES MARKS 9855 RINAMAH ROAD WEXFORD PA 15090	MARKS-LANDAU CONST. E-MAIL: dclarry@landaubidg.com	714 935 8800 FAX 714 935 6510
THOMAS MOUSER RR 1 Box 256 MOATSVILLE WV 26405	SUNRISE CONSTRUCTION COMPANY INC. TMOUSER@SXCITE.COM	304 457 2109 304 457 2115 F
Buddy Mouse Tulsa OK	The Benham Co.	918-492-1600
Steve Fox RT-Box 285 Clarksburg 26301	City Construction Co, Inc	304 623-2009 FAX 304-326-20
Keith Chapman P.O. Box 2032, Shady Spring, WV 25918	Chapman Radiant Infrared Heating Inc. (Space-Heat) chapmanradiant@verizon.net	304-763-5480 304-763-5481 FA
Adam West One West 3rd Stn Tulsa, OK	Benham	918-492-1600

#DEFK 10015  
PRE-BID 4/9/2010  
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Name	Address	Company name	Phone
Steve Langan		Langan BC Corp	304-738-3300
DAVID WARE		ORANGE CONSTI CORP.	(304) 291-6765
KEVIN Amos		H.D. Supply Co	304-677-2441
Jeff Miller		WVARNG	304-791-4389
DAVE COOK	poerio@poerio.com	POERIO INC.	412-366-676
DAN Hill Const. Terry Bevin		DAN Hill Construction	304 632 166
SCOTT SMITH	PO Box 92 MT. STORM, WV 26739	A.L.L. CONSTRUCTION, INC.	304-790-3340 304-693-7131
DON WEAVER		WVARNG CFMO	304-561-6335