



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
DNR210148

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	DIVISION OF NATURAL RESOURCES
	SENECA STATE FOREST ATTN: PARK SUPERINTENDENT ROUTE 1, BOX 140 DUNMORE, WV 24934 304-799-6213

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/25/2010				

BID OPENING DATE: 04/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET, TECHNICAL QUESTIONS & ANSWERS, AND EXTEND THE BID OPENING DATE AND TIME.						
BID OPENING DATE IS CHANGED TO: 04/07/2010 AT 1:30 PM.						
0001	1	LS		968-42		
WASTE WATER TREATMENT PLANT RENOVATION						
***** THIS IS THE END OF RFQ DNR210148 ***** 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.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).

Addendum No. 1

1. What are the elevation references of the lines to and from the junction box, especially from the junction box to the new 1000 gallon septic tank?

To be determined by the contractor during the time of installation. All gravity sewer lines are to be installed with a slope to provide a minimum of 2 ft/s flow.

2. What are the soil compaction testing requirements for the septic tanks?

Soil compaction testing shall not be required. Any settlement around any underground installations which may develop within the one year contract will be required to be filled in by the contractor.

3. Can the extra soil from the septic tank pits be disposed of on the park property?

Only if it can be contoured with the ground in the project areas as approved by the Owner.

4. Please clarify the statement that the 1500 gallon concrete septic tank shall be water tight and made from materials that will not corrode as described in 1.2G.

The tank shall be corrosion resistant and be sealed as approvable by the Health Dept.

5. Should the conditions specified for the 1500 gallon concrete septic tank described in 1.2G also apply to the 1000 gallon concrete septic tank described in 1.2E? (materials that will not corrode)

Yes

6. 1.2M states that the contractor shall install a high water alarm placed in the superintendent's residence and also the park office. Does the electric supply to the superintendent's residence have to be installed underground?

The high water alarm shall be placed in the park office only.

7. Has the owner obtained any required approvals from the Board of Health for the sewer treatment modifications, including the 364 linear feet Elgin shallow leach field sewage treatment system described in 1.2R and shown on drawing 10101-2?

The contractor is required to obtain all approvals and permits. The system design has been in collaboration with the local Health Department.

8. Both concrete tanks shall have access manholes and be a minimum of 4'X4' square or 4' in diameter if circular.

9. The following will be the requirements for soil preparation and seeding:

- A. The lawn should be graded properly so it is easy to mow, water doesn't collect into puddles. Slopes should be kept as gentle as possible. On fill there should be placed 4" to 6" of top soil. Where soil cannot be compacted over the leach field or the concrete tanks, enough soil should be placed so as to account for settling. All rocks and stones near the surface should be removed.
- B. The area should be tilled to a depth of 4" to 6". Lime and fertilizer should be incorporated before the last tillage operation. The seed bed should be firm for seeding.
- C. Lime should be added to correct the soil pH to between 6.0 and 6.5.
- D. Fertilizer should be based on a soil test. If the contractor decides not to test, apply 100 to 150 lbs. of 10-20-10 prior to seeding.
- E. Seed is to be sown using acceptable seeder. All equipment should be calibrated before use. Seed is to be divided in two lots. The second lot should be seeded at right angles to the first. All seedbeds should be firm before seeding and packed or rolled after seeding.
- F. The seed species to be used is Red Fescue at 80 lbs/acre.
- G. Mulch all areas for temporary erosion control. Mulch may be straw, hay, wood fiber or mulch netting. Apply straw or weed free hay at 2 Tons/acre. Apply wood fiber at 1,000 to 2,000 lbs/acre. Apply mulch netting according to manufacturer's recommendations
- H. Anchor all mulch to insure it stays in place.

Seneca State Forest
 Wastewater Treatment Renovation
 Request for Proposal No. DNR 210148

SIGN IN SHEET

PLEASE PRINT

Date: 3/11/10

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: FOSTER SUPPLY	PO Box 488	PHONE 304-553-6565 TOLL FREE
Rep: DERECK SEMS	Scott Depot WV 25560	FAX 304-755-8280
Email Address: dsoms@fostersupply.com		
Company: SIMMY DUNN EXCAVATING	PO BOX 13515	PHONE 304-722-3246 TOLL FREE
Rep: ANTHONY REESE	SISSONVILLE, WV 25360	FAX 304-722-4317
Email Address: dunnd@jimmydunnexcavating.com		
Company: Mountain Movers	216 South MAINE	PHONE 304-644-5003 TOLL FREE
Rep: Bernie McCook	Weston 26452	FAX 304-269-2449
Email Address: 216 South MAINE		
Company: Dawna Construction	PO Box 685	PHONE 304-632-1600 TOLL FREE
Rep: MIKE SIEMIACKO	GAULEY BRIDGE, WV 25085	FAX 304-632-1501
Email Address: Pwackin@wvnet.net		
Company: Able Construction LLC	HC 82 Box 203-A	PHONE 304-799-4630 TOLL FREE
Rep: Mike Shisler	Marlinton WV 24954	FAX 304-799-4630
Email Address: ableconstructionllc@yahoo.com		

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Bois Brûlé</u>	<u>11564 Bois Brûlé</u>	PHONE <u>304 653 4357</u>
Rep: <u>Darrell M. M.</u>	<u>17116 Birch View 24946</u>	TOLL FREE
Email Address: <u>WARDER@yaho.com</u>		FAX <u>304 653-4325</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
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Email Address:		FAX
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