



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
DEFK11004

PAGE
1

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

PURCHASER

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
08/12/2010				

BID OPENING DATE: 09/01/2010 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 MEETING AGENDA, MEETING MINUTES, AND SIGN IN SHEET.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DEFK11004 ***** 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).

TSC-WVARNG Post Engineering

Re: Pre-Bid Meeting Agenda, STF Motor pool, Camp Dawson, Kingwood WV

The following constitutes a Pre-bid Meeting Agenda for DEFK11004, Construction of STF Motor Pool Area

Date: 5 Aug 2010

Time: 10:00 AM

Location: Camp Dawson, WV

1. ADMINISTRATIVE:

- a. The Pre-bid meeting for this contract is at 10:00hrs, 5 Aug 2010, at Camp Dawson, WV.
- b. Mandatory pre-bid attendance - Sign-In
- c. Funding: Federally and State funded, State administrated project. Award of this Project is contingent on availability of Federal Funds.
- d. User: Student Training Facility
- e. Administrator: Construction & Facilities Management Office, WVARNG

2. INTRODUCTION:

a. TSC-WVARNG:

1. 1001 Army Road
Kingwood, WV 26537
2. LTC William Suver, Post Commander
304-791-4457
Email: william.suver@wv.ngb.army.mil
3. 1LT Don Weaver, Post Engineer
304-791-4160
Email: don.weaver@wv.ngb.army.mil
4. SFC Harrison Cogar
304-791-4161
Email: harrison.cogar@wv.ngb.army.mil
5. SGT Mike Cochran
304-791-4161
Email: michael.cochran6@wv.ngb.army.mil

6. Frank Whittaker, Division of Purchasing
 (304) 558-2157 (office)
 Building 15
 2019 Washington Street East
 Charleston, WV 25305-0130
Frank.m.whittaker@wv.gov

b. DESIGNER OF RECORD:

Camp Dawson Post Engineering

3. BIDDING ISSUES

a. Questions must be submitted to:

1. Frank Whittaker, Division of Purchasing
 (See #2.a.6. above)

b. Direct discussion is not authorized with the Designer of Record, the Facilities Engineer, or the Project Manager.

c. Prevailing Wage Rate for Preston County, WV. Applies.

d. Bid Opening is set for 1 Sept 2010 at 1:30 PM.

(a) Bid Bond and Drug Free Compliance Affidavit must be submitted with the Bid

e. Change Orders: The only changes authorized or reviewed by the Owner will be:

1. Owner directed.
2. Unforeseen site conditions.

f. Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Conflicts in drawings, clarifications, and/or lack of clarity shall be the responsibility of the Contractor after Bid Award. The Contractor is responsible to seek clarification prior to bidding if they believe there is a conflict or lack of clarity.

g. 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. 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.

4. FEDERAL RELATIONSHIP

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

5. WORK HOURS/ SITE ACCESS-SECURITY

- 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 basis via the Project Manager.
- 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.
- 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.

6. TEMPORARY FACILITIES/UTILITY USAGE

- a. Water, power for construction purposes and lighting are available at the site and will be made available to the Roofing Contractor.
- b. Sanitary facilities will not be available at the jobsite. The Roofing Contractor shall be responsible for provision and maintenance of portable toilets or their equal.

7. UTILITY INTERRUPTIONS

- a. Required to give 72 hour notification to Operations/Project Manager via supplied standardized outage request form.
- b. Utility Interruptions can last no longer than six (6) hours.
- c. Utility Interruptions must be scheduled after 1800 hours and must end by 0400 hours.

8. CONTRACT DURATION

1. Duration of the contract is 90 days from the NTP with milestones.

9. SAFETY

- a. All construction activities will be in conjunction with OSHA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OSHA. 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 OSHA and WV Fire Marshall Standards to include 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 demolished materials, waste materials including trash and debris and legally dispose of them off Owner's property.

10. SUPERVISION OF WORK

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

11. SUBSTITUTIONS

- a. Substitution requests must be submitted 14 days prior to Bid opening date.
- b. Substitution requests will only be considered when one or more of the following applies:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the intent of the Contract Documents.
 - 3. The request is timely, fully documented and properly submitted.
 - 4. 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.
 - 5. The request is related to an "or-equal" clause.
 - 6. 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.
 - 7. The specified product cannot receive approval by a governing authority, and the substitution can be approved.
 - 8. 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.

12. SUMMARY OF WORK

a. Project Description

1. This Project is to construct a Motor Pool for military vehicles adjacent to the existing motor pool at building C to accommodate 31 additional vehicles to include fencing, curbing, drainage, grading and lighting.
2. Work will be constructed under a single prime contractor.
3. Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.
4. Contractor shall have full use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.
5. Environmental Issues/comments
 - (a) No on-site Burning or Waste Disposal
 - (b) The Contractor must notify the Owner of any fuel spills as soon as possible
6. Sediment Erosion Control Measures
 - (a) Silt Fence must be maintained in accord with DEP regulation throughout project

13. CLOSING COMMENTS

- Meeting notes will be published through state purchasing, along with clarifications to contract documents.
- Any questions will be addressed through an Addendum released after the question period has closed.
- All questions must be directed to Frank Whittaker at State Purchasing via email (frank.m.whittaker@wv.gov) or Fax (304 558 4115) no later than **4:00 PM on 1 Aug 2010**.

Pre-Bid Meeting Minutes

DEFK11004, STF Motor Pool, Camp Dawson, WV

The following constitutes Pre-bid Meeting Minutes for DEFK11004, STF Motor Pool, Camp Dawson, WV.

A pre-bid meeting was conducted at the site for the referenced project at 1000 hrs 5 AUG 2010. During the pre-bid meeting, SFC Harrison Cogar welcomed those present for expressing interest in the subject project. Key Owner representatives were introduced and the following agenda items were covered:

1. ADMINISTRATIVE:

- a. All present contractors signed in.
- b. The project is a federally funded, State administrated project.
- c. The user of the facility will be the Student Training Facility.
- d. The Administrator of the contract will be the Construction & Facilities Management Office, WVARNG, Project Manager will be SGT Michael Cochran

2. INTRODUCTION:

- a. SFC Cogar outlined key personnel associated with the project and address for the office. Phone numbers and address were identified as follows:
- b.
 - i. Frank Whittaker, Division of Purchasing
 Building 15
 2019 Washington Street East
 Charleston, WV 25305-0130
Frank.m.whittaker@wv.gov

- ii. LTC Bill Suver
Post Commander
304-791-4457
william.suver@wv.ngb.army.mil
- iii. 1st Lt Don Weaver, Post Engineer
Post Engineer
(304) 791 4160
Don.weaver@wv.ngb.army.mil
- iv. SFC Harrison Cogar,
Project Manager
(304) 791 4161
harrison.cogar@wv.ngb.army.mil
- v. SGT Michael Cochran,
Project Manager
(304) 791 4161
michaell.cochran6@wv.ngb.army.mil

- a. Frank Whittaker is the buyer for State Purchasing Division. All questions must be submitted in writing to Mr. Whittaker no later than 15 August 2009. Direct discussion is not authorized with the Designer of Record, Post Engineer, or the Project Manager. State Wage Rates applies for this project. Bid Opening is set for 1:30 PM, 1 Sept 2010. The contractors were reminded that they must submit the Purchasing Affidavit form with their bid or their bid would be rejected.

2. The Designer of Record, Post Engineering, Training Site Command

Post Engineering, TSC
1001 Army Road
Kingwood WV, 26537

(304) 791 4161 phone
(304) 791 4337 fax

3. SFC Cogar discussed details as written in the Request for Quotation. And the coordination requirements for actions at the work site. The Contractor will have access to the site from 0700 to 1800 hrs, Monday to Friday. In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job.
4. Contract Duration 90 calendar days from the Notice To Proceed.
5. 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. Cleanup is required daily by each perspective sub and General Contractor. No open dumps of construction materials and no burning on site.
6. SFC Cogar discussed the submittal process and encouraged the contractors to stay within the state's policies as outlined in the Request for Quotation.
7. SGT Cogar closed the meeting, thanked the Contractors for their interest, and escorted all to the site for a recon. SFC Cogar outlined that the meeting notes will be published through state purchasing, along with clarifications to contract documents. Any questions will be addressed through an Addendum released after the question period has closed. It was also stressed that any questions between now and end of question period must be directed to Frank Whittaker at State Purchasing.

Prepared by:



Harrison Cogar
TSC Post Engineering
WVARNG

ATTACHMENTS:

- 1: PRE-BID CONFERENCE SIGN IN SHEET

Date: 5 AUG 2010

SIGN IN SHEET

Request for Proposal No. _____

PLEASE PRINT

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

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>J.L. Pietzel Contracting</u>	<u>274 Heeschke Dr.</u>	PHONE <u>304-399-7789</u>
Rep: <u>JAMIE Pietzel</u>	<u>Brueton Milk Wv 26323</u>	TOLL FREE
Email Address: <u>CPietzel@aol.com</u>		FAX <u>304-399-7788</u>
Company: <u>Stone Stone Inc.</u>	<u>P.O. Box 53</u>	PHONE <u>304-864-5985</u>
Rep: <u>RICH STONE</u>	<u>Reedsville, WV 26547</u>	TOLL FREE
Email Address: <u>RStone paving@fastbent.net</u>		FAX <u>304-864-4052</u>
Company: <u>Daw Hill Const.</u>	<u>Gauley Bridge W.V.</u>	PHONE <u>304 632 1600</u>
Rep: <u>JERRY BEWINT</u>	<u>P.O. Box 85</u>	TOLL FREE
Email Address: _____		FAX <u>304 632 1501</u>
Company: <u>ORANGE CONSTR. CORP.</u>	<u>170 OLD CHEAT RD.</u>	PHONE <u>(304) 291-6765</u>
Rep: <u>DAVID WARE</u>	<u>MORGANTOWN, WV</u>	TOLL FREE
Email Address: <u>orangeconst@aol.com</u>	<u>26508</u>	FAX <u>(304) 291-6975</u>
Company: <u>Owens Trucking</u>	<u>RT 2 Box 398</u>	PHONE <u>304 748 0811</u>
Rep: <u>Jerry Owens</u>	<u>Bidguley Wv 26753</u>	TOLL FREE
Email Address: <u>JerryOwens@hughes.net</u>		FAX <u>304 298 4163</u>

Langan G-L Corp
Steve Langan
steve.langan@langanccorp.com
304 738 3300
RT 1 Box 84
Cambarland St East
Wiley Ford Wv 26262
304 738 3384

Date: _____

SIGN IN SHEET

Request for Proposal No. _____

PLEASE PRINT

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

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: CHARLES E. BOLYARD & SONS INC	125 EAST HICKORY ST.	PHONE 304-329-1330	
Rep: BILL BOLYARD	KINGWOOD WV 26537		
Email Address: cebolyn@frontier.com			FAX 304-329-1571
Company: Reeves Mountain State Fence LLC	22266 Georg Washington Hwy	PHONE 304-735-3550	
Rep: Sandy Myers	AVARON, WV 26705	TOLL FREE 800-223-4361	
Email Address: info@reevesmountainstatefence.com			FAX 304-735-6643
Company: Mountain Contractors, Inc.	P.O. Box 606	PHONE 304-329-2129	
Rep: Jason C. Workman	Kingwood, WV 26537	TOLL FREE	
Email Address: jasoncworkman@frontier.com			FAX 304-329-2206
Company: City Electric Co.	P.O. Box 6550	PHONE 304-345-6150	
Rep: Chris Myres	Charleston, WV 25362	TOLL FREE	
Email Address: CMyres@cityelectricwv.com			FAX 304-345-6151
Company: Laurita Inc	P.O. Box 302 Dents Run Road	PHONE 304-296-7531	
Rep: Andrew Furbee	Morgantown, WV 26501	TOLL FREE 304	
Email Address: Freeman@laurita.com			FAX 304-296-4606

POST ENGINEERING 1001 ARMY RD CAMP DAWSON 304 791 4161
 SGT COCHISEAN KINGWOOD WV 26537
 CD ENGINEERING@WV.NGIS.ARMY.MSI 304 791 4337