



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
DEP15791

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

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
03/26/2012				

BID OPENING DATE: 04/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM NO.1 ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION.		
				1. BID OPENING DATE CHANGED FROM: 03/27/2012 AT 1:30PM TO: 04/12/2012 AT 1:30PM		
				2. INSERT PAGE THAT WAS OMITTED DURING RFQ ADVERTISEMENT PAGE GOES BETWEEN PAGES 12 AND 13 OF SPECIFICATIONS		
				3. INSERT REVISED CONTRACT BID SHEET.		
				NO OTHER CHANGES.		
				END OF ADDENDUM NO.1		
0001	1	JB		962-73		
				SOUTHERN MAINTENANCE OPEN-END CONTRACT		
				***** THIS IS THE END OF RFQ DEP15791 ***** 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.

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### 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).

- \* The quantities are applied for bidding purposes only; actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
- \*<sub>1</sub> Trucks are for on site haulage only. No payment will be made for truck hours used hauling materials to the site. Delivery costs should be included in the unit cost associated with the materials.
- \*<sub>2</sub> The sewer cleaning truck shall be capable of delivering 55 GPM at 2000 PSI. The truck shall have a minimum of 500 feet of one inch I.D. hose capable of operating at 2000 PSI with a burst pressure of 5000 pounds.
- \*\* This item is intended for mobilization and demobilization of equipment only; all other costs will be incidental to the other items.
- \*\*\* Straw mulch unit rate shall also include the application of 100 gallons/acre of asphalt emulsion or equal, to anchor the mulch.
- \*\*\*<sub>1</sub> Limestone sand shall be 97% CaCO<sub>3</sub> 16 Mesh Limestone (Glass Factory Limestone) 0% shall be retained on No. 12 Mesh screen 20% maximum retained on No. 20 mesh screen and 20% maximum passing a No. 170 mesh screen. Price shall include delivery to the site.
- \*\*\*\*\* Laborer item for handwork only. The minimum of \$25.00 is all that is acceptable. Note: Certified payroll submittal for each worker must reflect prevailing wage rate for that classification as per the specific county of the affected project.
- \*\*\*\*\* The vacuum truck shall be capable of providing 420 cfm of suction and have a pressure discharge. Tank capacity shall be at least 1500 gallons.
- \*\*\*\*\* The small jetter shall be capable of delivering 4 GPM at 3000 psi.

An equipment list shall be submitted and approved prior to any work taking place. All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor – The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

Certified Payrolls will be submitted to the WVDEP on each work directive.

GABIONS: Gabion shall consist of double-twisted wire mesh manufactured from zinc-coated steel wire conforming to ASTM A 641 Class 3 coating, soft temp, which is zinc-coated before double twisted into mesh. Tensile strength of wire used for double twisted mesh, lacing wire and stiffeners

# Southern Maintenance

## DEP15791

### Revised Contractor's Bid Sheet

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	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**		
2	100	hour	D-3 Catepillar Dozer or equal		
3	100	hour	D-6 Catepillar Dozer or equal		
4	100	hour	John Deere 510 Backhoe/Loader or equal		
5	100	hour	215 Catepillar Excavator/Backhoe or equal		
6	20	hour	Cat 303 mini excavator or equal		
7	20	hour	Skid Steerer (Bobcat) or equal		
8	70	hour	Tandum Dump Truck (10 cy capacity)*1		
9	20	hour	Single Axel Dump (10 ton capacity)		
10	20	hour	Articulated Truck (14.5 cy capacity)		
11	50	hour	Sewer Cleaning Truck*2		
12	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)		
13	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (Substitute 15 lbs. Crown Vetch in steep or slide prone areas)		
14	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merlon Bluegrass - .20 lb. Annual Rye*(use annual rye only in mixtures seeded after August 1 and before May 15).		
15	100	ton	Agriculture Lime		
16	20	ton	Fertilizer 10-20-10		
17	20	ton	Straw Mulch***		
18			Sediment & Erosion Control		
18a	200	linear foot	Straw Wattles		
18b	500	linear foot	Silt Fence		
18c	500	linear foot	Super Silt Fence		
18d	300	Square yard	Erosion Control Matting		
19	10	ton	Wood Cellulose Fiber Mulch		
20	200	ton	Limestone Sand***1		
21	200	ton	18" RipRap (Sandstone or Limestone)		
22	200	ton	#57 River Gravel/Sandstone		
23	200	ton	1-1/2" Crusher Run Stone		
24	200	linear foot	8" ADS Pipe (Perforated or Solid)		
25	200	linear foot	8" SDR 35 PVC Pipe		

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Revised Contractor's Bid Sheet - Page 2

26	100	linear foot	12" SDR 35 PVC Pipe		
27	100	linear foot	15" SDR 35 PVC Pipe		
28	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal		
29	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal		
30	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal		
31			Filter Fabric		
31a	200	linear foot	Filter Fabric - Dupont Tyvar 3401 or equal		
31b	200	linear foot	Filter Fabric - LinQ GTF400EO or equal for underdrain		
32	100	linear foot	Permanent Fencing		
33	3	each	Access Gate - 16 foot heavy guage round tubular farm gate		
34	6	linear height	Type "A" Manhole - <i>As per DOH Standard Detail Ref Sheet DR7-A.</i>		
35a	3	each	Type "G" Drop Inlet with grate - <i>As per DOH Standard Detail Ref Sheet DR6-G.</i>		
35b	5	each	Type I Urban Grate only		
36	5	each	8" SDR 35 PVC Pipe Clean-out		
37	5	each	12" SDR 35 PVC Pipe Clean-out		
38	50	hour	Vacuum Truck*****		
39	10	each	Gabions (3'x3'x6' zinc-coated basket)		
40	5	each	Concrete Jersey Barrier		
41	20	cubic yard	3000 psi Structural Concrete		
42	10	bag	Soda Ash Briquette 50# bags		
43	20	hour	2" Water Pump		
44	20	hour	6" Water Pump		
45	40	hour	Small Jetter*****		
46	20	hour	Chain Saw (20" bar)		
47	20	hour	Weed Eater with Brush Blade		
48	5	gallon	Roundup Vegetation Killer		
49	50	square yard	Asphalt Wearing Course Material		
50	20	hour	Hydraulic Excavator Hammer (4000#)		
51	20	hour	Laborer I*****		
52	20	hour	Laborer II*****		
53	20	hour	Laborer III*****		
<b>TOTAL</b>					



EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE