



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
 DEP14569

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
03/29/2010				

BID OPENING DATE: 04/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE KELLY'S CREEK REFUSE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, SPECIFICATION REVISIONS, AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 03/17/2010.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/15/10 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14569 ***** 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).

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Kellys Creek (Rider) Refuse
Addendum #1**

REVISIONS TO SPECIFICATIONS

ARTICLE II – BIDDING INFORMATION: Add “The Contractor shall have 120 calendar days from the Notice to Proceed date to complete the construction.”

The following statement shall be an addition to the specifications: “The Contractor’s work shall be performed between the hours of 7 a.m. and 7 p.m. and no work shall be performed on Sundays or major holidays.”

SPECIAL PROVISION VII – BORROW/DISPOSAL AREAS: Add “An off site disposal area will be required.”

Specification 4.2.5 – Revise to read “Stockpiling of timber will not be required. Timber and branches shall be disposed of in a legal manner.”

Specification 7.2.1 – Add “Rock may be obtained from a commercial source.”

QUESTIONS AND ANSWERS

Q: Where is the end of the project?

A: The project limits are as outlined on the drawings.

Q: Are we to remove these tires sticking out?

A: The existing plans do not call for those particular tires to be removed, however, any objects uncovered during access construction or excavation activities are to be removed and disposed of in a legal manner.

Q: How many trees are to be removed?

A: The drawings show four large trees to be removed.

Q: Will we agree to pay for rock placement by the cubic yard?

A: No. Rock will be paid for by the ton with verification by certified weigh tickets.

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Kellys Creek (Rider) Refuse
Addendum #1**

Q: What if we penny the rock?

A: The Contractor will get paid the unit price bid per ton for rock as submitted in the bid but the Contractor must submit certified weigh tickets for payment. The Contractor's are reminded that there is a statement on the bid sheets that reads as follows: "The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable."

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP14569
Project: Kellys Creek (Rider) Refurb

Bid Date: April 15 2010
Pre-Bid Date: March 17 2010

Name : Bennie McLevit
Company: Mountain Movers
Address: 216 South Maine
Western WV 26452
Phone #: 269-2449
Fax #: 644-5003
Email : 269-2449

Name : GEORGE FERGUSON
Company: EAGLE EXCAVATION INC
Address: PO Box 218
KENNA WV 25248
Phone#: 304 372-4378
Fax #: 304 372-4378
Email :

Name : DAVID H. BOWMAN
Company: Green Mountain
Address: 511 50th Street
TH
Phone #: 304 925 0257
Fax #: 925 9220
Email : Jody.Mayer@aol.com

Name : GARY LONG
Company: McCourt & Son Const
Address: 2740 Centralia Rd
Sutton WV 26601
Phone#: 304 765-5288
Fax #: 304 765-5293
Email :

Name : Robert Baines
Company: BAINES EXC INC
Address: PO. BOX 13384
SISSONVILLE
WV 25360
Phone #: 304-984-1725
Fax #: 304-984-0074
Email : BAINES EXC. @AOL.COM

Name : Brian Heard
Company: Breakaway Const.
Address: 1075 Old Turnpike Rd
Sutton WV 26601
Phone#: 304-765-5317
Fax #: 304-765-5317
Email :

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13015
Sissonville, WV
25360
Phone #: 304-984-1115
Fax #: 984-2770
Email : Rcarp103@aol.com

Name : DENNIS C. ELBON
Company: CONCRETE UP INC
Address: PO BOX 243
SIMPSON WV 26435
Phone#: 304-739-4397
Fax #: 304-739-4401
Email : DCE_CONCRETEUP@CARTLINK.NET

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP14569
Project: Kellys Creek (Piper) Refuse

Bid Date: April 15 2010
Pre-Bid Date: March 17 2010

Name : RONNIE BOWLING
Company: EASTERN TANK & UTILITIES
Address: 445 KURT LANE
PRINCETON WV 24740

Name : BRAD WISEMAN
Company: WISEMAN EXCAVATING
Address: RT1 Box 190 Liberty
WV 25124

Phone #: 304-324-2692
Fax #: 304-324-8692
Email : EASTERTANK@FRONTIERNET.NET

Phone#: 304-586-3736
Fax #: 304-586-3789
Email :

Name : LEONDIS GILKERSON
Company: G.L. STONE INC
Address: 24 FIRST STREET
HAMLIN, WV 25523

Name : Dale Thornton
Company: Thornton Coast Co Inc
Address: PO Box 13279 Charleston
WV 25312

Phone #: 304 824 - 3800
Fax #: 304 824 - 3848
Email :

Phone#: 304 984 2299
Fax #: 304 984 2334
Email :

Name : Matt Adams
Company: Kelli Corp
Address: 3075 Point Marion Rd
MORGANTOWN WV 26505

Name : Ann Warwickell
Company: EASTERN ARROW
Address: PO Box 4108
CHARLESTON WV
25361

Phone #: 304 292 8102
Fax #: 304 292 8608
Email : adamsmka@comcast.net

Phone#: 304-414-0255
Fax #: 0256
Email :

Name : Mick Jones
Company: Bonmont Coast
Address: PO box 10
Proewis WV 25764

Name :
Company:
Address:

Phone #: 304-548-7006
Fax #: 304-548-7133
Email : bonmontcoast@epdow.com

Phone#:
Fax #:
Email :