



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
DEP14897

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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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
03/28/2010				

BID OPENING DATE: **04/14/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE CAMPBELLS CREEK DRAINAGE PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS, THE Q/A, AND THE REVISED BID SCHEDULE RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/17/10. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/14/10 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14897 ***** 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).

**Req # DEP 14897
Campbell's Creek (Miller) Drainage
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.”

Specification 4.1 – Second paragraph – Delete first sentence “This work shall also include the complete demolition and removal of all abandoned mining structures and materials on the site within the construction limits and as indicated on the drawings.”

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.”

The Contractor’s Bid sheet shall be replaced with the revised and attached bid sheet.

Specification 9.3.1 – Third sentence now reads: The concrete shall be protected from traffic until sufficiently cured prior to the placement of asphalt.”

Revised to read: The concrete shall be protected from traffic until sufficiently cured.”

QUESTIONS AND ANSWERS

Q: Where is our access?

A: Access is as shown on the drawings.

Q: Do they have city sewage here?

A: Yes. The Contractor is responsible for locating any utilities.

Q: Just bust through the side of the existing drop inlet?

A: The existing drop inlet is to be cut to allow placement of the discharge pipe and the pipe is to be fitted to the drop inlet and grout sealed in the same fashion as the proposed drop inlet.

Q: Is gas line on the plans?

A: The Contractor is responsible for locating all utilities including gas lines.

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Q: Will we have to have a traffic control plan for working on the existing drop inlet?

A: Yes. The Contractor will be responsible for getting an approved traffic control plan and submitting to the WVDEP as outlined in the specifications.

Q: Is there a main gas line that runs this way?

A: The Contractor is responsible for locating all utilities including gas lines.

Q: Will we move the gas line?

A: It may be necessary to relocate a gas line or it could be possible to shift alignments slightly when actual utility locations are known.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP14897
Project: Campbell Creek (Miller) Drainage

Bid Date: April 14 2010
Pre-Bid Date: March 17 2010

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

Name : GARY LONG
Company: M'Court & Son Const
Address: 2790 Centralia Rd
Sutton WV 26601
Phone #: 304 765-5288
Fax #: 304 765-5293
Email :

Name : Robert Barnes
Company: Barnes Exc. Inc.
Address: P.O. Box 13384
Sissonville
WV. 25360
Phone #: 304-984-1725
Fax #: 304-984-0074
Email : Barnes Exc. @aol.com

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC.
Address: P.O. BOX 218
KENNA WV
25248
Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email :

Name : DENNIS C ELBAW
Company: CONCRETE UP INC
Address: PO Box 245
SIMPSON WV
26435
Phone #: 304-739-4397
Fax #: 304-739-4400
Email : DC6@CONCRETEUPINC@GARTHINK.NET

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

Name : Bennie McCourt
Company: Mountain Moves
Address: 216 South Maine
Weston 26452
Phone #: 304-269-2444
Fax #: 204-644-5603
Email :

Name : Ronnie Bowens
Company: EASTERN TANK UTILITIES
Address: 145 KRIT LANE
PRINCETON WV
Phone #: 304-324-2692
Fax #: 304-324-8692
Email : EASTERN TANK@FRONTIERNET.NET

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP14897
Project: Campbell Creek (Miller) Drainage

Bid Date: April 14 2010
Pre-Bid Date: March 12 2010

Name : BRAD WISEMAN
Company: WILKEMAN EXCAVATING
Address: RT 1 BOX 190 LIBERTY WV 25124

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

Name : Mick Jones
Company: Bonmont Const.
Address: PO box 10 Proctor WV 25164

Phone#: 304-548-7004
Fax #: 304-548-7133
Email : bonmontconst@yahoo.com

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

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

Name : Dale Thastum
Company: Thastum Const Co Inc
Address: PO Box 13227 Charleston WV 25312

Phone#: 304 584 2299
Fax #: 304 984 2334
Email : _____

Name : David H. Bowman
Company: Specs Millwright & Co
Address: 511 50th Street Ches W V 25304

Phone #: 304 925 0157
Fax #: 925 925 1111
Email : Jody Maye ADL Corp

Name : _____
Company: _____
Address: _____

Phone#: _____
Fax #: _____
Email : _____

Name : Ann Harowitz
Company: FEASTERL ARLOW
Address: PO Box 4108 CHARLESTON WV 25366

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

Name : _____
Company: _____
Address: _____

Phone#: _____
Fax #: _____
Email : _____