



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
DEP14914

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 04/25/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/12/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE HAMPTON #4 MAINTENANCE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 04/07/2010.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/12/10 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP14914 ***** TOTAL: _____</p>						

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).

RFQ DEP 14914
Hampton #4 Maintenance
Addendum 1

1. Q) Work Hours
A) Work hours are between 7:00 am and 7:00 pm. This shall exclude work on Sunday and major holidays.
2. Q) There is a seep shown on plans. After construction is completed, who assumes responsibility for AMD discharge?
A) During construction, contractor assumes responsibility for a discharge pH of 6.0-9.0. Following construction completion, responsibility for discharge reverts back to land owner.
3. Q) What do we have to do regarding road construction/rehabilitation?
A) Requirements are for the contractor to return roads within construction limits to original or better condition. Recommendation: video tape roads prior to construction.
4. Q) Steel decking for bridge: is this one (1) piece?
A) No, steel decking consists of multi-pieces (segmented). As shown in plans.
5. Q) Is the steel decking to be removed at the completion of project?
A) No, steel decking remains.
6. Q) What is the time for construction of this project?
A) 120 days
7. Q) Can we use an alternate soil borrow area?
A) The recommended soil borrow is illustrated on the plans. If you locate a soil borrow area out of the construction limits, you must get permission from the landowner.
8. Q) Water is currently running in the channel. Where do we divert this water during construction?
A) A temporary diversion route is provided and illustrated on the plans, complete with stone check dams to slow velocity. At the end of the construction, the stone check dams will be removed from the temporary diversion route and the designed flow path will be re-established in the main channel(s).
9. Q) Does the disposal of the transformer (at the abandoned substation) have to be with a PCB approved disposal facility?
A) No, transformer was tested for PCB's and found to be negative.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14914
Project: Hampton # Maintenance

Bid Date: 5-12-2010
Pre-Bid Date: 4-7-2010

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

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO BX 13015
Sissonville, WV 25360
Phone#: 304-989-1115
Fax #: 304-989-2770
Email : Rcarper103@aol.com

Name : Barrie F. Foster
Company: EAGLE CONTRACTORS LLC
Address: 1721 WINFIELD ROAD
WINFIELD WV 25213
Phone #: 304-552-7781
Fax #: 304-755-3150
Email : _____

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO.
Address: 511 50th STREET
Chas. WV 25304
Phone#: 304-925 0253
Fax #: 925 9230
Email : Jody_May@TOL.com

Name : Dustin Thaxton
Company: Thaxton Construction Co. Inc.
Address: PO Box 13279
Charleston, WV 25312
Phone #: 304-984-2299
Fax #: 304-984-2334
Email : _____

Name : Randy Calkins
Company: STANTEC CONSULTING INC.
Address: 1 Moore Ave, Buckhannon
26201
Phone#: 304-472-7140
Fax #: 304-472-6239
Email : Randy.Calkins@Stantec.com

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

Name : Herb Parsons
Company: Stantec Consulting Inc
Address: 1 Moore Ave, Buckhannon WV
26201
Phone#: 304-472-7140
Fax #: 304-472-6239
Email : herb.Parsons@Stantec.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14914 Bid Date: 5-12-2010
Project: Hampton #4 Maintenance Pre-Bid Date: 4-7-2010

Name : DEMMIS C. ELBON
Company: COWGIRL LP INC
Address: PO Box 243
Simpson, WV 26435

Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DCE-COWGIRLWPC.EARTHLINK.NET

Name : JONATHAN JONES
Company: BREAKAWAY
Address: 1075 OLD TURNPIKE RD.
SUTTON, WV 26601

Phone# : 304-765-5317
Fax # : 304 765-5317
Email : BREAKAWAY-INCC@VERIZON.NET

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

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

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

Name : Ann WARDEN
Company: EASTERN ARROW
Address: PO Box 4108
CHARLESTON WV
25304

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

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

Name : MIKE FURCOWIG
Company: ATC ASSOC
Address: 3 TERRI BANK
BIRMINGHAM, WV

Phone #: 330-620-1232
Fax #: 609-789-2591
Email : _____

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____