



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  
**DEP14916**

PAGE  
**1**

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

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
03/21/2010				

BID OPENING DATE: **04/08/2010**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE RACINE (BRADSHAW) PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 03/10/10 MANDATORY ON-SITE PRE-BID MEETING.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/08/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14916 ***** 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](http://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).

**DEP14916**  
**Racine (Bradshaw) Portals**  
**Addendum # 1**

Item 1: Specifications: Article III, General Conditions, Section 10, Page 5 – the two references to \$1,000,000 will change to \$2,000,000.

Item 2: The contractor will have 90 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 3: Special Provisions: Section V, Schedule of Work, Page 5 – work will be limited to 7 a.m. – 7 p.m., with no work allowed on Sundays or major holidays.

Item 4: Q) What is the current pH of the stream?

- A) No pH readings were taken. The Contractor will be required to install and operate a water treatment system to maintain the dewatering discharge between pH 6.0 and 9.0. See Technical Specifications 9.3.1.3.

Item 5: Q) There is a small amount of exposed refuse at Site 5. Are we responsible for soil covering this area?

- A) No. This area is outside of the construction work limits.

Item 6: Q) What are the existing pipes at Site 4?

- A) Part of a previous reclamation project. They are not a part of this project.

Item 7: Q) How do we get from Site 3 to Site 4?

- A) A temporary stream crossing will be constructed slightly downstream, and then a temporary access road will be constructed.

Item 8: Q) Is the existing access road near Site 3 considered to be blacktop?

- A) Yes.

Item 9: Q) Where are the construction limits at Site 1?

- A) Refer to Plan Sheet # 5. Construction work limits for Site # 1 are shown there.

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : 

DEP14916
----------

  
 Project : 

Racine (Bradshaw) Portals
---------------------------

Pre-Bid Date: 

3/10/2010
-----------

  
 Bid Opening Date: 

4/8/2010
----------

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

Name: BRAD WISEMAN  
 Company: WISEMAN EXCAVATING  
 Address: RT1 BOX 190 LIBERTY  
25124 WV  
 Phone #: 304-586-3736  
 Fax #: 304-586-3789  
 Email: \_\_\_\_\_

Name: GEORGE FRESHOUR  
 Company: EAGLE EXCAVATION INC.  
 Address: P.O. BOX 218  
KENNA WV 25248  
 Phone #: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email: ~~NONE~~

Name: Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: PO BOX 13015  
Sissonville, W 25360  
 Phone #: 304-984-1115  
 Fax #: 984-2770  
 Email: Rcarp@103@aol.com

Name: GARY LONG  
 Company: M<sup>c</sup>Cart & Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26601  
 Phone #: 304 765-5288  
 Fax #: 304 765-5293  
 Email: \_\_\_\_\_

Name: Dale Thexton  
 Company: Thexton Const. Co. Inc.  
 Address: PO Box 13279  
Charleston WV 25360  
 Phone #: 304 984 2299  
 Fax #: 304 984 2384  
 Email: \_\_\_\_\_

Name: DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN CO  
 Address: 511 50<sup>th</sup> STREET  
Chas, WV 25304  
 Phone #: 304-925-0253  
 Fax #: 925 9230  
 Email: Jody Maye AOL.com

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

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: 

DEP14916
----------

  
Project: 

Racine (Bradshaw) Portals
---------------------------

Pre-Bid Date: 

3/10/2010
-----------

  
Bid Opening Date: 

4/8/2010
----------

Name: Ashley Atkins  
Company: Aspen Corporation  
Address: 2400 Ritter Drive  
Daniels WV 25832  
Phone #: 304-763-4573  
Fax #: 304-763-4591  
Email: jaatkins@aspen-golf.com

Name: LESLIE BOLEN  
Company: ASPEN CORP.  
Address: 2400 Ritter Dr.  
Daniels, WV 25832  
Phone #: 304-763-4573  
Fax #: 304-763-4591  
Email: lboolen@aspen-golf.com

Name: MIKE FURLONG  
Company: ATK ASSOC.  
Address: 3 TERRI LAKE  
BOACHTOWN, NJ  
Phone #: 330-620-1232  
Fax #: 609-386-7951  
Email: MIKEMARCFURLONG@ATKASSOCIATES.COM

Name: KEVIN D BRADFORD  
Company: PINEVILLE PAVING & EXCAVATING  
Address: P.O. Box 1290  
Pineville WV 24874  
Phone #: 304-732-8303  
Fax #: 304-732-7855  
Email: KDBPPI@aol.com

Name: JARRIE F. FOSTER  
Company: EAGLE CONTRACTOR LLC  
Address: 1721 WINFIELD ROAD  
WINFIELD WV 25213  
Phone #: 304-552-7781  
Fax #: 304-755-3150  
Email: \_\_\_\_\_

Name: Brian Cyrus  
Company: Reclamation Services, Inc.  
Address: Po Box 2423  
Charleston WV  
Phone #: 304-545-1002  
Fax #: 304-925-5959  
Email: RSI WV@ypl.com

Name: Mark Maiello  
Company: FC and Sons  
Address: Po Box 73 Catalwell  
WV 24925  
Phone #: 304 646-4297  
Fax #: 304 645-5396  
Email: mmaiello74@yahoo.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@EARTHLINK.COM

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : DEP14916  
 Project : Racine (Bradshaw) Portals

Pre-Bid Date: 3/10/2010  
 Bid Opening Date: 4/8/2010

Name: Mik Jones  
 Company: Bonnet Coast  
 Address: PO box 110  
Higgins WV  
 Phone #: ~~2724~~ 548-7664  
 Fax #: 548-7133  
 Email: bonnetcoast@yahoo.com

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: Roger L. Collins Jr.  
 Company: Collins Building & Contracting Inc.  
 Address: 3406 Coaly-Corn Rd  
Flomville, WV 26021  
 Phone #: 304-765-3521  
 Fax #: 304-765-7521  
 Email: Collins Building & Contracting Inc.

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: Eugene Farrell  
 Company: Farrell Enterprises Inc  
 Address: 1460 Baldwin Ct  
Little River SC 29566  
 Phone #: 1-843-249-9044  
 Fax #: 843 249 2815  
 Email: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: Ann Klacowski  
 Company: TEASTERN Annual  
 Address: PO Box 4108  
CHARLESTON WV  
 Phone #: 304-414-0255 25361  
 Fax #: 62 56  
 Email: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_