



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
DEP14917

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
03/30/2010				

BID OPENING DATE: **05/06/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE ROARING CREEK STREAM RESTORATION PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED BID SCHEDULE, AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 03/24/2010. BID OPENING DATE AND TIME REMAIN UNCHANGED AT 05/06/10 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14917 ***** 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).

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP14917
Roaring Creek Stream Restoration**

The Contractor's work hours for this project will be 7:00 a.m. to 7:00 p.m. Monday through Saturday. Work on Sunday and major holidays shall not be allowed on this project.

- 1.) On Sheet 17 of the Plans, Note 6 should read as follows: Place a layer of 3" crusher run stone over the 6" material at a depth of 6".
- 2.) For Reclamation Plan 2, the 18" HDPE pipe exiting the Type "A" manhole shall be revised to a 24" HDPE pipe
- 3.) The Straw Bale Sediment Control Detail shown on Sheet 14 of the Plans and described in Section 5.0 of the Specifications shall not be applicable to the "Sediment Control" pay item. Silt fence, as described in Section 3.27 of Water and Waste Management's Guidelines and Specifications for Best Management Practices for Control of Sedimentation, shall replace straw bales as the method of sediment control utilized on the project. This information may be accessed at www.dep.wv.gov/wwe/permit/pages/default.aspx of the internet.
- 4) A pay item for Temporary Fence has been added to the Bid Schedule. See the following guidelines for temporary fence.

Temporary fence installation, if required, shall consist of metal (non-electric) or fiberglass (electric) posts set a minimum of 5' high above ground and 2' into ground. Non-electric shall be on 15' centers with four strands of 15 ½ gauge barbed wire. Electric shall be on 20' centers with 6 strands of poly-wire (conductor wire woven with fiberglass wire.)

This project shall be bid in accordance with the attached **Revised Bid Schedule**.

The Contractor shall 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.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14917 Bid Date: 5/6/10
 Project: ROADRING CR S.R. Pre-Bid Date: 3/24/10

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 : JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO BOX 2049
Buckhannon WV
26201
 Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email JAMES.ALLEN@JFALLENCO.COM

Name : Robert L. 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 : Ann Warrzelle
 Company: EASTERN ARMS
 Address: PO BOX 4108
CHARLESTON WV 25306
 Phone #: 304-414-0255
 Fax #: 0256
 Email : _____

Name : Gary E. Stanley
 Company: Stanley Ind. Inc.
 Address: 7 Maple Lake
Bridgeport WV
26330
 Phone #: 304-842-8560
 Fax #: 304-842-8609
 Email : GStanley@ma.rr.com

Name : LES BOLEN
 Company: ASPEN CORP
 Address: 2400 RITTER DR
DANIELS WV 25832
 Phone #: 304 763-4573
 Fax #: 304 763-4591
 Email : lbolem@aspengolf.com

Name : Roger L Collins Jr.
 Company: Collins Building & Contracting Inc
 Address: 3406 Cortez-Cross Rd
Flatwoods, WV
26021
 Phone #: 304-765-3521
 Fax #: 304-765-3521
 Email : Collins Building & Husha.net

Name : MIKE NESTOR / CHAD BILLER
 Company: THRASHER
 Address: 30 Columbia Blvd
Clarksburg WV 26301
 Phone #: 304-624-4108
 Fax #: _____
 Email : mnestor@thrashereng.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14917
Project: ROARING CR S.R

Bid Date: 5/6/10
Pre-Bid Date: 3/24/10

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 #: 9230
Email : Jody Maxe@mcwim

Name : DENNIS C. ELBOW
Company: COWGIRL UP INC
Address: PO Box 243
SIMPSON, WV 26455

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

Name : Chris Wolfe
Company: Cove Run Contracting LLC
Address: P.O. Box 104
Moatsville, WV 26405

Phone #: (304) 669-1722
Fax #: (304) 457-1662
Email : cm.wolfe73@yahoo.com

Name : Steve Juraska
Company: Polino Contracting Inc
Address: PO Box 230
Elkins WV 26241

Phone #: 304 636-3886
Fax #: 304 636-5108
Email : JBROWN@polino.com

Name : Doug Vincent
Company: BREAKAWAY INC
Address: 1075 Old Turnpike Rd
Sutton, WV 26601

Phone #: 765-5317
Fax #: 765-5389
Email : _____

Name : DTI, Dingess Transport
Company: Phill Jefferts
Address: P.O. Box 909
Belington WV 26250

Phone #: 304-823-1267
Fax #: 304-823-3397
Email : L.Davis@dingessco.com

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____