



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  
**DEP14918**

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
03/23/2010				

BID OPENING DATE: **04/07/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 2 *****		
				ADDENDUM ISSUED TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/09/2010.		
				BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/07/10 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP14918 ***** 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).

**RFQ DEP14918**  
**Paint Branch Portals**  
**Addendum No. 2**

- Item 1: The Contractor will have 30 days from the date of the Notice-to-Proceed to complete construction activities on the project. The \$250 per day liquidation damage clause will be in effect after the 30 days. However, the total performance period will be 365 days from the date of the Notice-to-Proceed for invoicing purposes.
- Item 2: Article III – General Conditions Section 10.1 (a) – change the \$1,000,000 for bodily injury and property damage to \$2,000,000. Change the \$1,000,000 aggregate to \$2,000,000.
- Item 3: Special Provisions, Section V Schedule of Work
- 1) Add this sentence: “All AML contracts will specify the work hours to be between 7:00 am and 7:00 pm. In addition this schedule will exclude work on Sundays and major holidays.”
- Item 4: WVDEP will obtain the NPDES permit.
- Item 5: Bridge piers are to be extracted and removed to an approved landfill or offsite disposal area.
- Item 6: Q) How far back should the material in portals be excavated?  
A) Excavate around the portals enough to attach plates to stabilized rock.
- Item 7: Q) What is the distance between the vertical steel tubing?  
A) Forty-eight (48) inches maximum, as shown on drawing C-9.
- Item 8: Q) How far will riprap splash pad extend out from the portal?  
A) Riprap pad will extend 5-feet out from the portal as shown on drawing C-9.
- Item 9: Q) What type of stone is to be used in the splash pads?  
A) As referenced in section 9.1.7 – calcareous stone WVDOT #7.
- Item 10: Q) When is the construction season for bat gate installations?  
A) The construction dates run from May 1 through August 31.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14918  
Project: PAINT BRANCH PORTALS

Bid Date: 4-7-2010  
Pre-Bid Date: 3-9-2010

Name : DENNIS C. ELBON  
Company: COWGIRL GIRL UP  
Address: PO Box 243  
SIMPSON WV  
26435  
Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : DCE\_COWGIRLUP@EARTHINK.NET

Name : Mick Jones  
Company: Bonmont Const  
Address: PO Box 10  
Proewis WV  
25164  
Phone#: 304-548-7004  
Fax #: 304-548-7133  
Email : bonmontconst@yahoo.com

Name : DAVID H. BOUMAN  
Company: Green Mountain Co  
Address: 511 50th STREET  
Chas WV  
25304  
Phone #: 304 925 0253  
Fax #: 925 9230  
Email : Jody Mays AOL.com

Name : Joe Wiseman  
Company: Wiseman Excavating Inc.  
Address: Rt. 1 Box 190  
Liberty, WV 25124  
Phone#: 304-586-3736  
Fax #: 304-586-3789  
Email : wisemanfarm@aol.com

Name : Ashby Atkins  
Company: Aspen Corporation  
Address: 24000 River Drive  
Daniels WV 25832  
Phone #: 304-763-4573  
Fax #: 304-763-4591  
Email : jadkins@aspen-golf.com

Name : Dale Thuxton  
Company: Thuxton Const Co Inc  
Address: PO Box 13279  
Charleston WV 25360  
Phone#: 304 984 2299  
Fax #: 304 984 2334  
Email : \_\_\_\_\_

Name : Bernie McCourt  
Company: Mountain Movers  
Address: 216 South Maine  
Weston WV  
26452  
Phone #: (304) 269-2449 694-5003  
Fax #: 269-2449  
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 : \_\_\_\_\_

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14918  
Project: Paint Branch Portals

Bid Date: 4-7-2010  
Pre-Bid Date: 3-9-2010

Name : Eddie Sorah  
Company: EASTERN TANK & UTILITY SERVICES INC  
Address: 145 KRITLANE  
Princeton WV. 24740

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304-324-2692  
Fax #: 304-324-8692  
Email : EASTENTANK@FrontierNet.NET

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO BX 13615  
Sissonville, WV  
25360

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304-984-1115  
Fax #: 304-984-2770  
Email : RCarpenter103@aol.com

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Gary Long  
Company: McCool & Son Coast.  
Address: 2790 Centralia Rd  
Sutton WV 26601

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304 765-5288  
Fax #: 304 765-5293  
Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14918  
Project: PAINT BRANCH Portals

Bid Date: 4-7-2010  
Pre-Bid Date: 3-9-2010

Name : Robert Barnes  
Company: BARNES EXC. INC.  
Address: P.O. Box 13384  
Sissonville  
WV 25360  
Phone #: 304-984-1725  
Fax #: 304-984-0074  
Email : BARNES EXC. INC. @ AOL.com

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

Name : Ann WARDKILL  
Company: FASTLAN AERONAUT.  
Address: PO BOX 4108  
CHARLESTON WV  
25304  
Phone #: 304-414-0255  
Fax #: 0256  
Email : \_\_\_\_\_

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

Name : Connie Doss  
Company: F.C. and Sons Excavating, LLC  
Address: PO Box 73 Caldwell, WV  
24925  
Phone #: 304-645-5393  
Fax #: 304-645-5396  
Email : fc and sons @ mail.com

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

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

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