



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 |
| DEP14919   |

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|------|
| PAGE |
| 1    |

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|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>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 |
| 03/24/2010   |               |          |        |               |

BID OPENING DATE: **04/06/2010** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| 0001   | 1        | JB  |          | 962-73      |            |        |
| *****<br>ADDENDUM NO. 1 *****<br>ADDENDUM ISSUED TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/09/10.<br>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/06/10 AT 1:30 PM.<br>***** NO OTHER CHANGES *****<br>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES<br>***** THIS IS THE END OF RFQ DEP14919 ***** 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 specification's 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 DEP14919**  
**Rumble (Stevens) Refuse & Portals**  
**Addendum 1**

- Item 1: 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 liquidation 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 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: Q) Will there be any permits to be obtained by the Contractor?  
A) No all permits have been obtained.
- Item 5: Q) Specification for rock riprap ditches specifies hard durable sandstone or limestone. Can either one be used?  
A) Limestone will be required for all the ditches.
- Item 6: Q) Will there be a cut required in the highwall for the installations of Pipe System A or Pipe System B?  
A) No, only backfill as shown on the plans.
- Item 7: Q) Where is soil cover borrow area located?  
A) Soil cover borrow area is located on the plans and as shown on site.
- Item 8: Q) Where are ditches located?  
A) Ditches will be located as shown on the plans.
- Item 9: Property owner has requested that the two trees at the end of Ditch 2 be cut down and disposed of.
- Item 10: Q) Will there be any gas line relocation?  
A) No gas line relocation is anticipated.
- Item 11: Q) How will seeding be paid for?  
A) Seeding will be paid for under the revegetation item in the specification.
- Item 12: Q) Does the soil borrow area designated on site have to be utilized?  
A) No, but the borrow (disposal) area, Section VII in the Special Provisions and Section 10.2 in the Technical Specifications must be followed.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14919  
Project: Bumble (Stewards) Refused Portals

Bid Date: 4-6-2010  
Pre-Bid Date: 3-9-2010

Name : Simon Associates, Inc  
Company: Ben Newbill  
Address: 3200 Commerce St  
Blacksburg VA 24060

Phone #: 540-951-4234  
Fax #: 540-951-4219  
Email : Newbillcb@simonassoc.com

Name : Barrie F. Forter  
Company: EAGLE CONTRACTORS LLC  
Address: 1721 Winfield Road  
Winfield WV. 25213

Phone #: 304-552-7781  
Fax #: 304-755-3150  
Email : \_\_\_\_\_

Name : LESLIE BOLEN  
Company: ASPEN CORPORATION  
Address: 2400 Ritter Dr.  
Daniels WV 25832

Phone #: 304-763-4573  
Fax #: 304-763-4591  
Email : lboLEN@aspEN-golf.com

Name : BRAD WISEMAN  
Company: WISEMAN EXCAVATING  
Address: RT1 Box 190 Liberty  
25124 WV

Phone #: 304 586 3736  
Fax #: 304 586-3789  
Email : \_\_\_\_\_

Name : ~~Ben~~ Mick Jones  
Company: Bement Const  
Address: PO Box 10  
Proctors WV

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

Name : MIKE FURLONG  
Company: ATC ASSOC.  
Address: 3 TERRI Lane  
Burlington, NJ 08016

Phone#: 330-620-1232  
Fax #: 609-386-7851  
Email : MICHAEL FURLONG @ ATC ASSOCIATES.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 : Barnes Exc. @ AOL.com

Name : GARY Long  
Company: M<sup>c</sup>Court & Son Const.  
Address: 2790 Centralia Rd  
Sutton WV 26601

Phone#: 304 765-5288  
Fax #: 304 765-5233  
Email : \_\_\_\_\_

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14919  
Project: Bumble (Stevens) Refuse & Portals

Bid Date: 4-6-2010  
Pre-Bid Date: 3-9-2010

Name : DAVID H. BOWMAN  
Company: GREEN MOUNTAIN CO  
Address: 511 50th Street  
Chas W  
25304  
Phone #: 304 925 0253  
Fax #: 925 9230  
Email : Jody.Mayer@OL.com

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

Name : Dennis C. Elbon  
Company: COWFIRE WP INC  
Address: PO Box 243  
SIMPSON WV  
26435  
Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : DCE-COWFIREWP@GARTHWV.NET

Name : Eugene Ferrall  
Company: FERRALL ENTERPRISE FWI  
Address: 1460 BALDWIN CT  
LITTLE RIVER, SC 29566  
Phone #: 843-249-9094  
Fax #: 843 249 2815  
Email : \_\_\_\_\_

Name : Ann Harrowell  
Company: TRIAD TRAIL ARROW CO  
Address: PO Box 4108  
CHARLESTON WV  
2536  
Phone #: 304 414-0255  
Fax #: 56  
Email : \_\_\_\_\_

Name : MARK A. CLUTTER  
Company: TRIAD ENG. INC.  
Address: 4890 TEAYS VALLEY EXPD  
SCOTT DEPOT, WV  
Phone #: 304-755-0721  
Fax #: 304-755-1880  
Email : mclutter@triadeng.com

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

Name : Dale Thaxton  
Company: Thaxton Const Co Inc  
Address: PO Box 13779  
Charleston WV 25360  
Phone #: 804 984 2299  
Fax #: 304 984 2334  
Email : \_\_\_\_\_

6

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14919 Bid Date: 4/6/10  
Project: PUMBLE (STEVENS) RPP & PEARL Pre-Bid Date: 3/9/10

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO BX 13015  
Sissonville, WV  
25360  
Phone #: 304-984-1115  
Fax #: 984-2770  
Email : Rcarpe1107@aol.com

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

Name : R. Connie Doss  
Company: F.C. and Sons Excavating  
Address: P.O. Box 13 Caldwell, WV  
24925  
Phone #: 304-645-5393  
Fax #: 304 645-5396  
Email : fcandsons@mail.com

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

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Company: \_\_\_\_\_  
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