



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
DEP14920

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 04/06/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED FOR THE DANIELS (COPLY) PORTAL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY ON-SITE PRE-BID MEETING OF 03/25/2010.		
				BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/29/10 AT 1:30 PM.		
				NO OTHER CHANGES		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP14920 ***** 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).

**Req # DEP 14920
Daniels (Copley) Portal
Addendum #1**

REVISIONS TO SPECIFICATIONS

The following statement shall be an addition to the specifications: "The Contractor's work shall be performed between the hours of 7 a.m. and 7 p.m. and no work shall be performed on Sundays or major holidays."

Specification 4.2.11 – Delete Specification 4.2.11, there are no concrete foundations to be removed on this project.

Specification 8.3 – Now reads: "Work on the bat gate construction is limited to May 31 through August 31." Revised to read: Work on the bat gate construction is limited to May 1 through August 31."

QUESTIONS AND ANSWERS

Q: Does the paved driveway access go all the way to the main street?

A: Yes, as shown on the drawings.

Q: From here to the breadover the asphalt gets replaced?

A: Yes, as shown on the drawings.

Q: What about the asphalt breakup that already exists?

A: The Contractor will be responsible for repairing the damage he causes.

Q: Is there any shoulder stone proposed?

A: No.

Q: Will the Contractor have to heel the asphalt?

A: The Contractor will be required to tie the asphalt to existing asphalt by saw cutting and milling in order to make smooth transitions.

Q: After the bat gate and bulkhead is put in, how far up does the riprap go?

A: The riprap is to be placed around the concrete block and on the end of the bulkhead to keep the smaller stone in place as shown on the drawings.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP14920
Project: Daniels (Copley) Portal

Bid Date: 4/29/10
Pre-Bid Date: 3/25/10

Name : Dustin Thaxton
Company: Thaxton Construction Co, Inc
Address: PO Box 13279
Charleston WV
25360
Phone #: 304-984-2299
Fax #: 304-984-2334
Email : _____

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13615
Sissonville, WV
25360
Phone #: 304-984-1115
Fax #: 984-2770
Email : _____

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. (A) AOL.COM

Name : Jay R Wardwell
Company: Eastern Arrow Inc.
Address: Charleston WV
Phone #: 304 678 6335
Fax #: _____
Email : _____

Name : Jeff Rupe
Company: Levelhand Development
Address: P.O. Box 975
Sophia, WV 25921
Phone #: 304-573-9072
Fax #: _____
Email : Tracey@upr@suddenlink.net

Name : DENNIS C. ELBON
Company: COWGIRL UP INC
Address: PO BOX 243
SIMPSON WV 26435
Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DCE-COWGIRLUP@EARTHLINK.NET

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 : Homer Cox
Company: Aspen Corp
Address: 2400 Ritter Drive
Daniels WV 25832
Phone #: 304-763-4573
Fax #: 304 763 -4591
Email : A Adkins & Aspen-Golts.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP14920
Project: Daniel's (Copley) Portal

Bid Date: 4/29/16
Pre-Bid Date: 3/25/16

Name : Math Adams
Company: Kelli Corp
Address: 3075 Point Marion Rd
Milbantown WV 26055

Name : _____
Company: _____
Address: _____

Phone #: 304 292 8102
Fax #: 304 292 8608
Email : adamsmka@comcast.net

Phone# : _____
Fax # : _____
Email : _____

Name : _____
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