



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  
**DEP14921**

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
04/07/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****<b>ADDENDUM NO. 1</b>*****</p> <p>ADDENDUM ISSUED FOR THE DEW'S CREEK "A" HIGHWALL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/29/2010.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/05/10 AT 1:30 PM.</p> <p>*****<b>NO OTHER CHANGES</b>*****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP14921 ***** TOTAL: _____</p>						

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).

**DEP14921**  
**Drews Creek "A" Highwall**  
**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) Where are the potential rock borrow areas?

- A) Potential rock borrow areas are delineated on the project plan sheets. Some areas were pointed out in the field during the pre-bid meeting. Please refer to the project plans, specifically plan sheet # 6.

Item 5: Q) Can we use the field stone from the rock borrow areas for fill around the portals and for channel construction?

- A) Refer to Specifications 7.2.1 and 9.2.1 – rock for riprap channels, groins, aprons, protection, approaches, and splash pads shall consist of hard durable rock.....Please note that Channel "C" and the approach to the 60-inch culvert must be limestone. Stone for the wet seals shall consist of sound, durable Number 1 and Class 1 non-calcareous crushed sandstone.

Item 6: Q) What do we do with the timber that will be cut?

- A) Please refer to Specification 4.2.4. All timber eight (8) inches in diameter and larger at stump height shall be saw cut prior to grubbing operations. Timber shall be topped with the branches removed and stacked and stockpiled in an appropriate manner in an accessible location approved by the WVDEP on the property from which it was cut. Timber to be stockpiled shall not be pushed down by equipment prior to being cut nor can it be indiscriminately shoved into a stockpile.

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : DEP14921  
 Project : Drews Creek "A" Highwall

Pre-Bid Date: 3/29/2010  
 Bid Opening Date: 5/5/2010

Name: DAVID H. BOWMAN  
 Company: Green Mountain Co.  
 Address: 511 50th Street  
Chas WV 25304  
 Phone #: 304-9250253  
 Fax #: 9259230  
 Email: Jody.Mayer@aol.com

Name: Lloyd McVay  
 Company: Wiseman Excavating  
 Address: Rt 1 Box 190 Liberty WV 25124  
 Phone #: 304-586-3736  
 Fax #: 304-586-3789  
 Email: Wisemanfarm@aol.com

Name: BARRIE F. FOSTER  
 Company: EAGLE CONTRACTORS LLC  
 Address: 1721 Winfield Road  
Winfield WV, 25213  
 Phone #: 304-552-9981  
 Fax #: 304-755-3150  
 Email: \_\_\_\_\_

Name: NOEL RYDER  
 Company: DAVID L RYDER CONSTRUCTION  
 Address: P.O. Box 447 White Sulphur Springs WV 24981  
 Phone #: 304-536-9383  
 Fax #: 304-536-9381  
 Email: RyderConstruction@SuddenLink.net

Name: Bob Cantelero  
 Company: Bit & Tronico  
 Address: 316 New River Drive  
Brooklyn WV 25118  
 Phone #: 304-673-9388  
 Fax #: 304-253-4133  
 Email: Bob.Cantelero@earthlink.net

Name: Kelly Dennison  
 Company: Breakaway Inc.  
 Address: Sutton WVA  
26601  
 Phone #: 304-765-5817  
 Fax #: 304-765-5317  
 Email: \_\_\_\_\_

Name: DENNIS ELBON  
 Company: CONCRETE AP INC  
 Address: PO Box 243  
Simpson, WV 26135  
 Phone #: 304-739-4397  
 Fax #: 304-739-4401  
 Email: DCE-CONCRETE@EARTHINK.NET

Name: Brett Henry  
 Company: Hunter Excavating LLC  
 Address: RR 73 Box 115  
Pence Springs WV 24962  
 Phone #: 304-923-3922  
 Fax #: \_\_\_\_\_  
 Email: Tadpole and jazz@earthlink.net

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Req. # : DEP14921  
 Project : Drews Creek "A" Highwall

Pre-Bid Date: 3/29/2010  
 Bid Opening Date: 5/5/2010

Name: GARY LONG  
 Company: McCourt's Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26001  
 Phone #: 304 765-5288  
 Fax #: 304 765-5293  
 Email: \_\_\_\_\_

Name: MIKE CARPENTER  
 Company: Carpenter Reclamation  
 Address: P.O. Box 13015  
Sissonville, WV 25360  
 Phone #: 304-984-1115  
 Fax #: 304-984-2770  
 Email: Rcarpen121@aol.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: BarnesExc@aol.com

Name: Pete Bragon  
 Company: Eastern Arrow  
 Address: Po Box 4108  
Charleston WV 25364  
 Phone #: 304 414 0255  
 Fax #: 304 414 0256  
 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: ~~WONNA~~

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

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

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