



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  
**DEP14956**

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/07/2010				

BID OPENING DATE: **05/13/2010**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE MATOAKA (YOUNG) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 03/30/2010.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/13/10 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP14956 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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.

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**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).

**DEP14956**  
**Matoaka (Young) Drainage**  
**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 60 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 60 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 3: Q) What is the depth of the underdrain?

- A) The underdrain depth will be dictated by the coal seam/drainage depth. A minimum one-percent grade will be maintained from the junction box at the portal, to the beginning of the rip rap channel.

Item 4: Q) Where will the ditch access be?

- A) Access to the site can be obtained off of the county road, along the existing driveway, as well as along the proposed rip rap channel. The construction limits extend below the one-story dwelling. Please see Plan Sheet 3 for construction work limits.

Item 5: Q) Is there a bid item for driveway stone?

- A) No. Please refer to Specification 6.3.4. Existing site access roads shall provide safe, all-weather access to the site. The existing roads, including stoned and paved roads, shall be maintained during construction and left in a better than or equal to condition.

Item 6: Q) Can the excavated material be sloped against the highwall?

- A) Yes. The material should be properly graded, seeded and mulched.

Item 7: Q) Which type of wet seal will be used?

- A) The plans show details for a typical wet seal, and a modified wet seal. Depending on conditions encountered during excavation, the appropriate seal will be approved by the Engineer.

Item 8: Q) Do the tree(s) get removed that are along the proposed rip rap channel?

- A) If the tree(s) are within the construction limits and are in the path of the proposed rip rap channel, they can be removed.

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP14956  
 Project: Matoaka (Young) Drainage

Pre-Bid Date: 3/30/2010  
 Bid Opening Date: 5/13/2010

Name: TAD ROBINETTE  
 Company: LIBERTY HILL Co.  
 Address: 107 HALE ST # 205  
CHAS, WV 25301  
 Phone #: 304 513 1220  
 Fax #: \_\_\_\_\_  
 Email: TAD.ROBINETTE@LIBHILL.COM

Name: LES BOLLEN  
 Company: ASPEN  
 Address: 2400 RITTER PR.  
DANIELS WV 25832  
 Phone #: 304-763-4573  
 Fax #: 304-763-4591  
 Email: lbollen@aspen-golf.com

Name: Matt Adams  
 Company: Kelli Corp  
 Address: 3075 Point Marion Rd  
MORNINGTON WV 26055  
 Phone #: 304 242 8102  
 Fax #: 304 242 8608  
 Email: adamsmka@comcast.net

Name: RONNIE BOWLING  
 Company: EASTERN TANK  
 Address: 145 KIRT LANE  
PRINCETON WV 24740  
 Phone #: 304-324 2692  
 Fax #: 304 324 8692  
 Email: EASTERN TANK@FRONTIERNET, NE

Name: DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN CO  
 Address: 511 50th STREET  
CHAS WV 25304  
 Phone #: 304 925 0253  
 Fax #: 925 9230  
 Email: Jody Maye@GMC.com

Name: Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: PO BOX 13015  
Sissonville, WV 25861  
 Phone #: 304-984-1115  
 Fax #: 984-2770  
 Email: Rccarp@302.net.com

Name: GEORGE FRESHOUR  
 Company: EAGLE EXCAVATION INC  
 Address: P.O. BOX 218  
KENNA WV 25248  
 Phone #: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email: None

Name: Jeff Rupe  
 Company: Level Land Development  
 Address: P.O. Box 975  
 Phone #: 304-573-9072  
 Fax #: \_\_\_\_\_  
 Email: tracyrupe@suddenlink.net

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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Req. # : DEP14956  
 Project : Matoaka (Young) Drainage

Pre-Bid Date: 3/30/2010  
 Bid Opening Date: 5/13/2010

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@GARTHLINK.NET

Name: Robert Barnes  
 Company: Barnes Exc. Inc.  
 Address: P.O. Box 13354  
Sissonville WV 25760  
 Phone #: 304-984-1725  
 Fax #: 304-984-0674  
 Email: \_\_\_\_\_

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

Name: Mike Jones  
 Company: Barnett Const.  
 Address: P.O. Box 10  
Pleasants WV.  
 Phone #: 304-548-7064  
 Fax #: 548-7133  
 Email: BarnettConst@yelp.com

Name: Donald Quilkin  
Donald Quilkin  
2191 Maple Street  
Princeton WV 24710  
304-320-8962  
 Fax #: 304-325-30367  
 Email: DOLLAN@Live.com

Name: Rusty Server  
 Company: Main Street Bldgs LLC  
 Address: PO Box 309  
Princeton WV 24700  
 Phone #: 304-425-9257  
 Fax #: 304-425-2171  
 Email: rustyserver@gmail.com

Name: JOHN KECZAW  
 Company: Marshall Miller Assoc  
 Address: 534 Tind Plk Rd  
Bisect VA  
 Phone #: 276-322-5467  
 Fax #: " " 1510  
 Email: john.keczaw@nma1.com

Name: Pete Broger  
 Company: Eastern Arrow  
 Address: PO Box 4108  
Charleston WV 25364  
 Phone #: 304 414 0255  
 Fax #: 304 414 0256  
 Email: Eastern Arrow@Hdmail.com

*LABEL*

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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Req. # : 

DEP14956
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 Project : 

Matoaka (Young) Drainage
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Pre-Bid Date: 

3/30/2010
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 Bid Opening Date: 

5/13/2010
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Name: Brett Harvey  
 Company: Harvey Excavating LLC  
 Address: HC 73 Box 165  
Perce Springs WA 99762  
 Phone #: 304-923-3922  
 Fax #: \_\_\_\_\_  
 Email: Tarpole and jazz@Harveys.net

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