



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
DEP14957

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
04/11/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE MOTOAKA (CRESPO) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 03/30/10 MANDATORY PRE-BID MEETING.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 05/13/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14957 ***** 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).

DEP14957
Matoaka (Crespo) 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) Can the trees be burned on site?

A) Yes. Please refer to Specifications 6.3.5 through 6.3.8.

Item 4: Q) Does the grout have to be pneumatically applied?

A) No.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP14957
 Project: Matoaka (Crespo) Drainage

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

Name: Brett Harvey
 Company: Harbor Excavating LLC
 Address: 4K 73 Box 165
Pence Springs WV 24962
 Phone #: 304-923-3922
 Fax #: _____
 Email: indoleandjazz@high5.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: ~~ATKINS~~

Name: DAVID H. BAUMANN
 Company: Green Mountain Co
 Address: 511 50th STREET
CHAS WV 25304
 Phone #: 304 9250253
 Fax #: 9259230
 Email: JodyMaye@OL.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: DENNIS C. ELBOW
 Company: CONCRETE L&P INC
 Address: PO Box 243
SIMPSON, WV 26435
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email: DCE@CONCRETE L&P @ SuddenLink, NET

Name: MIKE JONES
 Company: Bonnet Const
 Address: PO Box 10
Proctor, WV.
 Phone #: 304-548-7004
 Fax #: 548-7133
 Email: bonnetconst@earthlink.net

Name: Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO BOX 13015
Sissonville, WV
 Phone #: 304 984 1115 25360
 Fax #: 304-984-1115
 Email: _____

Name: Jeff Rupe
 Company: Level Land Development
 Address: P.O. Box 975
Sophia, WV 2592
 Phone #: 304-573-9072
 Fax #: _____
 Email: tracyrupe@suddenlink.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP14957
 Project: Matoaka (Crespo) Drainage

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

Name: Brian Hoard
 Company: Breakaway Const
 Address: 1075 Old Turnpike Rd
 Sutton WV 26041
 Phone #: 304-765-5317
 Fax #: 304-765-5317
 Email:

Name: RONNIE BOWLING
 Company: EASTERN TANK'S UTILITIES
 Address: 145 KRIT LANE
 PRINCETON WV 24740
 Phone #: 304 324 2692
 Fax #: 304 324 8692
 Email: EASTERN TANK@FRONTIER.NET

Name: TAD ROBINETTE
 Company: LIBERTY HELL Co.
 Address: 102 Hale St #205
 CHAS, WV 25301
 Phone #: 304-513-1220
 Fax #:
 Email: TAD.ROBINETTE@LEBHELL.COM

Name: JOHN KEZZAN
 Company: Marshall Miller Assoc
 Address: 534 Ind Pk Rd
 BIRD WA
 Phone #: 276-322-5467
 Fax #: " " 1510
 Email: john.kezzan@gmail.com

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

Name: Matt Adams
 Company: Kelli Corp
 Address: 3075 Point Marion
 Rd MORRISTOWN WV 26052
 Phone #: 304 292 8102
 Fax #: 304 292 8608
 Email: adams.mka@comcast.net

Name: Rusty Sarver
 Company: Main Street Builders LLC
 Address: PO Box 309
 Princeton WV 24740
 Phone #: 304-425-9259
 Fax #: 304-425-2171
 Email: rusty.sarver@gmail.com

Name: LES BOLEN
 Company: ASPEN
 Address: 2400 River Dr
 Daniels WV 25832
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email: lbolen@aspengolf.com