



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
DEP14973

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
04/25/2010				

BID OPENING DATE: **05/19/2010** 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 ANGLIN'S RUN #1 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 04/13/2010.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/19/10 AT 1:30 PM.</p> <p>*****NO OTHER CHANGES*****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP14973 ***** 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 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).

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14973
Anglin's Run #1 Project**

The Contractor's work hours for this project will be 7:00 a.m. to 7:00 p.m. Monday through Saturday. Work on Sunday and major holidays shall not be allowed on this project.

The following questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

There are 8 piezometers located at Anglins Run. The bore logs indicate which bore locations have piezometers.

The revegetation of Access Road #2 does not have a separate pay item but is included in Item 6.0, "Revegetation". (As stated in 4.1.3 of the Specifications)

Section 4.1.3 also states that Access Road #2 contains 1 12 foot wide stone overflow at Station 28+12 which shall contain 4" of 1 ½" Crusher Run and be paid under Item 4.3, "Driveway Resurfacing".

The 40 Tons of gravel was allotted for the overflow as well as the driveway resurfacing. The resurfacing was intended to cover mainly the parking portion of the driveway, possibly extending down the hill as needed (but no more than half of the driveway).

The straw bale dike sediment control shown on the plans shall be revised to silt fence sediment barrier.

The bidders are advised that a portion, if not all, of the project lies within the city limits of Philippi, WV. The successful bidder shall contact the City of Philippi, regarding the requirements for paying B & O taxes on the construction activities that will take place within the city limits.

The Contractor shall 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.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14973
Project: ANGLINS RUN #1

Bid Date: 5/19/10
Pre-Bid Date: 4/13/10

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 AOL.com

Name : BARRIE F. FOSTER
Company: EAGLE CONTRACTORS LLC
Address: 1721 WINFIELD ROAD
WINFIELD WV 25717
Phone #: 304-552-7781
Fax #: 304-755-3150
Email :

Name : Gary Stanley
Company: Stanley Ind. Inc
Address: 7 Maple Lake
Bridgeport WV
26330
Phone #: 304-847-5560
Fax #: 304-847-8109
Email: GStanley@ma,rr.com

Name : Mick Jones
Company: Bomont Const
Address: PO box 10
Pocahontas WV. 25164
Phone #: 304-548-7004
Fax #: 304-548-7133
Email: bomontconst@yahoo.com

Name : GARY LONG
Company: McCourt's Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601
Phone #: 304 765-5288
Fax #: 304 765-5293
Email :

Name : ROBERT L. BAINES
Company: BAINES EXC. INC.
Address: P.O. Box 13384
Sissonville WV. 25360
Phone #: 304-984-1725
Fax #: 304-984-0074
Email: BAINES EXC. @AOL.com

Name : BOB CORDER
Company: CORDER BUILDERS Inc
Address: PO Box 244
Berboursville, WV 25504
Phone #: 304 733-4020
Fax #: 304 733-4040
Email: corderbuilders@gmail.com

Name : Don Vincent
Company: Breakaway, Inc
Address: 1075 Old Turnpike Rd.
Sutton, W.V 26601
Phone #: 304-765-5317
Fax #: 304-765-5389
Email: Breakaway-inc@verizon.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14973
 Project: ANALINS RUN #1

Bid Date: 5/19/10
 Pre-Bid Date: 4/13/10

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC.
 Address: P.O. BOX 218
KENNA, WV
25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : ~~ATTTT~~

Name : MIKE NESTOR/CHAD BILLER
 Company: THRASHER ENG.
 Address: 30 COLUMBIA BLVD
CLARKSBURG, WV 26301
 Phone# : 304-624-4108
 Fax # : _____
 Email : mnestor@thrashereng.com

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: P.O. BOX 2049
Buckhannon WV 26201
 Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email JAMES.ALLEN@JFAllenCo.com

Name : Spencer Woodbell
 Company: Cowgirl Up Inc.
 Address: P.O. Box 243
Simpson, WVA 26435
 Phone# : 304 739-4397
 Fax # : 304 739-4401
 Email : scw-cowgirlup@earthlink.net

Name : MIKE WARDWELL
 Company: EASTERN ARROW
 Address: PO 351
CHARLESTON WVA
 Phone #: _____
 Fax #: _____
 Email : _____

Name : JIM MITCHELL
 Company: Sentinel Forestry Services
 Address: Hc 36, Box 67
Buckhannon, WV 26201
 Phone# : 304-472-6269
 Fax # : _____
 Email : oldmaplehill@suddenlink.net

Name : Ashby Adkins
 Company: Aspen Corporation
 Address: 2400 Ritter Drive
Daniels WV 25832
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email : jadkins@aspengolf.com

Name : _____
 Company: _____
 Address: _____
 Phone# : _____
 Fax # : _____
 Email : _____