



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
DEP15050

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR FOR

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	FOB	FREIGHT TERMS
06/15/2010				

BID OPENING DATE: 07/01/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE VENUS (HAMILTON) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 06/02/2010.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/01/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15050 ***** 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).

RFQ 15050
Venus (Hamilton R.) Drainage
Addendum #1

- Item 1: 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 liquidation 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 2: C) Sheet 6 – Channel details, channel chart – sta 19 + 50 to 19 + 85 length should read 35 feet, not 25 feet.
- Item 3: Q) Can site be accessed from the bottom of site?
A) No, the site access is from the top.
- Item 4: Q) Can access road be blocked?
A) No, the access road goes to a gas well.
- Item 5: C) Energy dissipater is to be constructed off the railroad right-of-way.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15050 Bid Date: 7/1/2010
 Project: VENUS (Hamilton R) Drainage Pre-Bid Date: 6/2/2010

Name : DAVID H. BOWMAN Name : RONNIE BOWENS
 Company: GREEN Mountain Co Company: EASTERN TANK & UTILITY SERVICE
 Address: 511 50th STREET Address: 145 KRIT LANE
Chas, WV PRINCETON WV 24740
25304

Phone #: 304 925-0259 Phone #: 304-324-2692
 Fax #: 925-9230 Fax #: 304-324-8692
 Email : Jody.Maje@AOL.com Email : RONNIE@EASTERTANKING.COM

Name : CHRIS HARMAN Name : Brian Hoard
 Company: Selco Construction Company: Breakaway Const.
 Address: Rt 10 Jesse Mt. Rd. Address: 1075 Old Turnpike Rd.
PINEVILLE WVA. Sutton WV 26601
 Phone #: 304-732-7679 Phone #: 304-765-5168
 Fax #: 304-732 7660 Fax #: 304-765-5168
 Email : WWW.SelcoConst.com Email : _____

Name : LES BOLEN Name : Ann Wanzell
 Company: ASPEN CORP Company: EASTERN Arrow
 Address: 2400 RITTER DR Address: PO BOX 4108
DANIELS WV 25832 CHARLESTON WV
25311
 Phone #: 304-763-4573 Phone #: 304-44-0255
 Fax #: 304-763-4591 Fax #: 0256
 Email : lbole@aspengolf.com Email : _____

Name : Wes Addair Name : W R Hock
 Company: A&A ENERGY INC Company: Pineville Peaving
 Address: 151 STEWART ST Address: PO BOX 1290
Welch WVA 24801 Pineville WV 24878

Phone #: 304-320-3961 Phone #: 304 732 2507
 Fax #: 304-436 5111 Fax #: 304 732 7855
 Email : Wesaddair@Hotmail.com Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15050 Bid Date: 7/1/2010
Project: Venus (Hamilton R) Drainage Pre-Bid Date: 6/2/2010

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13015
Sissonville WV 25360

Phone #: 304-984-1115
Fax #: " Same "
Email : RCarpen103.com

Name : DERRICK SEARS
Company: FOSTER SUPPLY
Address: PO Box 488
SCOTT DEPOT WV

Phone #: 304-553-6565
Fax #: 304-755-8280
Email : dsears@fostersupply.com

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

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

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

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____