



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
DEP15048

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
06/23/2010				

BID OPENING DATE: **07/13/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>*****ADDENDUM NO. 1*****</p> <p>ADDENDUM ISSUED FOR THE BROWNTON (MCCORD) LANDSLIDE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE SPECIFICATION CLARIFICATIONS, AND THE REVISED BID SCHEDULE.</p> <p>BID OPENING DATE & TIME REMAIN UNCHANGED AS 07/13/10 AT 1:30 PM.</p> <p>*****NO OTHER CHANGES*****</p> <p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>***** THIS IS THE END OF RFQ DEP15048 ***** 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 DEP15048
Brownton (McCord) Landslide**

The following items were discussed at the Pre-Bid Conference and revisions to the Plans and Specifications are as addressed.

- 1.) The contractor shall comply with the terms and conditions set forth by the NPDES Stormwater Permit for sediment control. Specification 5.1 – Straw Bales will not be allowed as a substitute for silt fence for sediment control. Pay Item 5.3, “Straw Bales”, of the Bid Schedule, may be utilized for erosion control on the site, but not for sediment control.
- 2.) Specification 7.2.5 – should indicate a maximum weighted loss of 12% for the underdrain stone.
- 3.) If required by the NPDES Stormwater Permit, a construction entrance shall be installed where the access road intersects County Route 16/2 in accordance with Water and Waste Management’s BMP Guidelines.
- 4.) Standard Wet/Modified Mine Seals shall be installed in any mine entries encountered during construction activities as directed by the WVDEP.
- 5.) Excess material from excavation of the landslide areas shall be disposed of in an excess material disposal area that is located on the same property as the project site.
- 6.) A piezometer was installed in Borehole B-11. For the purposes of removing and abandoning said piezometer; as required by the State of West Virginia, the contractor shall be allowed to operate outside the construction limits and the closure shall be accomplished by a person certified in accordance with 47CSR59, “Monitoring Well Regulations”.
- 7.) If rock is encountered during regrading before design grade is reached, then excavation into rock will not be required.
- 8.) The contractor shall be paid for the quantities of sediment control and revegetation that are completed on the property on which the project is located.
- 9.) Fill for fill bench areas shall be placed and compacted in 12” horizontal lifts.
- 10.) Sediment control structures shall be removed from the site when adequate vegetation has been established and as directed by the WVDEP.
- 11.) This project shall be bid in accordance with the attached **Revised Bid Schedule**.

The contractor shall have 90 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages 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.

Brownton (MCCORD) LANDSLIDE

DEP15048

REVISED Contractor's Bid Sheet

Vendors Name: _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.1	LS	Mobilization & Demobilization (Lump Sum) (Cannot exceed 10% of the Total Amount Bid)	LS	\$
2.1	LS	Construction Layout (Lump Sum) (Cannot exceed 5% of the Total Amount Bid)	LS	\$
3.1	LS	Quality Control (Lump Sum) (Cannot exceed 3% of the Total Amount Bid)	LS	\$
4.1	LS	Clearing and Grubbing (Lump Sum) (Cannot exceed 5% of the Total Amount Bid)	LS	\$
4.2	200 TON	Roadway Restoration (Per Ton)	\$	\$
4.3	2,115 LF	Temporary Fence Line (Per Linear Foot)	\$	\$
4.4	100 LF	Permanent Fence Line (Per Linear Foot)	\$	\$
5.1	1700 LF	Silt Fence (Per Linear Foot)	\$	\$
5.2	1000 LF	Super Silt Fence (Per Linear Foot)	\$	\$
5.3	810 LF	Straw Bales (Per Linear Foot)	\$	\$
5.4	4 EA	Rock Check Dams (Per Each)	\$	\$
5.5	LS	Stabilized Construction Entrance (Lump Sum)	LS	\$
6.1	6 ACRES	Revegetation (Per Acre)	\$	\$
7.1	250 LF	Type I Riprap Ditch (Per Linear Foot)	\$	\$
7.2	1,205 LF	Type II Grouted Riprap Ditch (Per Linear Foot)	\$	\$
7.3	570 LF	3' X 3' Underdrain (Per Linear Foot)	\$	\$
7.4	8,450 TON	Rock Drainage Blanket (Per Ton)	\$	\$
7.5	3 EA	Low Water Crossing (Per Each)	\$	\$
7.6	250 LF	3' X 8' Underdrain (Per Linear Foot)	\$	\$
7.7	375 LF	8" Diameter Conveyance Pipe (Linear Foot)	\$	\$
8.1	42,000 CY	Unclassified Excavation (Per Cubic Yard)	\$	\$
9.1	3 EA	Wet/Modified Mine Seals (Per Each)	\$	\$
9.2	240 LF	12" Diameter Conveyance Pipe (Per Linear Foot)	\$	\$
9.3	20 BGS	Soda Ash Briquettes (Per 50 lb Bag)	\$	\$
		TOTAL		\$

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DSP 15048 Bid Date: 7/13/10
 Project: BROWNTON (McCord) L.S. Pre-Bid Date: 6/8/10

Name : Gary Stanley
 Company: Stanley Ind. Inc.
 Address: 7 Maple Lake
Bridgeport WV
26330
 Phone #: 304-842-8560
 Fax #: 304-842-8609
 Email : GStanley@ma.rr.com

Name : Chris HARMAN
 Company: Selco Construction Inc.
 Address: P.O. Box 190
Lunenburg Creek VA, 24649
 Phone# : 276-880-2300
 Fax # : 880-2390
 Email : UWV.SelcoConstruction.com

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 : 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 : Ann Klauwreel
 Company: TEASTRUM ANNON
 Address: PO Box 1481
CHARLESTON WV
25314
 Phone #: 304-414-0255
 Fax # : _____
 Email : _____

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO Box 2049
Buckhannon WV
26201
 Phone# : 304 472 8890
 Fax # : 304 472 8897
 Email : _____

Name : GARY LOUG
 Company: McCord & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone #: 304 765-5288
 Fax # : 304 765-5293
 Email : _____

Name : Thomas Dennison
 Company: Breakaway Inc
 Address: 1075 Old Tipton Pike Rd
Sutton WV 26601
 Phone# : 304 765-5317
 Fax # : 304 765-5389
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15048 Bid Date: 7/13/10
Project: BROWNTON(MCCORD) L.S. Pre-Bid Date: 6/8/10

Name : Spencer Wooddell
Company: Cowgirl Up Inc
Address: PO Box 243
Simpson WVa
26435
Phone #: 304 739 4397
Fax #: 304 739 4481
Email : scw_cowgirlup@earthlink.net

Name : Dan Wendt
Company: Utilities Forestry Services
Address: PO Box 1027
Clearfield PA 16830
Phone# : 412-874-0072
Fax # : 814-765-5698
Email :

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

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

Name : BARRIE F. FORNER
Company: EAGLE CONTRACTING, LLC
Address: 1721 WINDFIELD ROAD
WINDFIELD WV 25203
Phone #: 304-552-7781
Fax #: 304-755-3150
Email :

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

Name : TYLER DODD
Company: BEAR CONTRACTING
Address: 112 STATE ST
BRIDGEPORT, WV
26330
Phone #: 304-842-3002
Fax #: 304-842-9433
Email : tdoddbearcontracting.com

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