



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
DEP15057

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		
***** ADDENUM NO. 1 ***** ADDENDUM ISSUED FOR THE DELBARTON (DARDI) PORTALS PRO- JECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE CLARIFICATION Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 06/11/2010. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/13/10 AT 1:30 PM. ***** NO OTHER CHANGES *****						
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15057 ***** TOTAL:						

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 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 15057
Delbarton (Dardi) Portals
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: Q) Does Northfork Southern Railway company have a website which can be accessed.
- A) Yes
- Item 3: Q) Are flagmen or watchmen cost included in the actual invoice cost for the temporary railroad crossing?
- A) Yes, as stated in the Technical Specification 5.3.2.
- Item 4: Special Provisions, Section 1.05, Schedule of Work; add this sentence: "All AML contracts will specify the work hours to be between 7:00 am and 7:00 pm. In addition this schedule will exclude work on Sundays and major holidays.
- Item 5: Q) What is the size of the pipe used in the temporary stream crossing?
- A) As shown on Drawing 8 there are four 60-inch diameter pipes used in the temporary stream crossing.
- Item 6: C) Sh. 9- End View of pipe ring shows the horizontal distance to be four (4) feet between the vertical steel tubing bars. This distance should be two (2) feet.
- Item 7: C) Burning is permitted on site with the proper permit.
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MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15057
Project: Delbarton (Dard.) Portals

Bid Date: 7/13/2010
Pre-Bid Date: 6/11/2010

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

Name : DUSTIN THAXTON
Company: Thaxton Construction Co, Inc.
Address: PO Box 13279
Charleston, WV 25360
Phone#: 304-984-2299
Fax #: 304-984-2334
Email :

Name : BRAD WISEMAN
Company: WISEMAN EXCAVATING
Address: RT1 Box 190 LIBERTY
WV 25124
Phone #: 304-586-3736
Fax #: 304-586-3789
Email :

Name : DAVID H. BOWMAN
Company: Green Mountain Co
Address: 511 50TH STREET
CHARS WV 25304
Phone#: 304 925 0253
Fax #: 925 9250
Email : Jody Maye AOL COM

Name : JAMES COOPER
Company: TRI-STATE PIPELINE, INC.
Address: 6351 US ROUTE 60 EAST, SUITE 3
Barboursville, WV 25504
Phone #: 304-733-6801
Fax #: 304-733-6803
Email : jamescooper@tri-statepipeline.com

Name : ANN WAROWIELL
Company: EASTERN ARIZONA
Address: PO BOX 4108
CHARLESTON WV
25364
Phone#: 304-414-0255
Fax #: 0256
Email :

Name : W R HOUCK
Company: Pineville Paving
Address: PO Box 1290
Phone #: 304 732 8303
Fax #: 304 732 7855
Email :

Name : MICHAEL ROSE
Company: GOPIER LAND SERVICES
Address: P.O. Box 194
BEAVER WV 25813
Phone#: 304 860 1909
Fax #: 304 860 1909
Email : mrose@suddenlink.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15057
Project: Delbarton (Dardi) Portals

Bid Date: 7/13/10
Pre-Bid Date: 6/11/10

Name : Brian Hoard
Company: Breakaway Inc
Address: 075 Old Turnpike Rd.
Sutton WV 26601
Phone #: 304-765-5317
Fax #: 304-765-5317
Email : _____

Name : Roger Hersh
Company: SOLCO CONSTRUCTION COMPANY
Address: Rt 10 Pineville WV
Jesse Mt Road 24874
304 732-7679/1276880-
2300
Phone#: _____
Fax #: _____
Email : _____

Name : ALLEN Murdock
Company: Bornant Construction
Address: Po Box 10 Precious
WV 25164
Phone #: 304-548-7004
Fax #: 304-548-7133
Email : _____

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

Name : Mike Carpenter
Company: Carpenter Reclamation Inc
Address: P.O. Box 13015
Sissonville, WV 25360
Phone #: 304-984-1115
Fax #: 304-984-2770
Email : ~~MikeCarpenter@AOL.com~~
Rcarpen101@AOL.com

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

Name : Brian Moore
Company: Comgirl Up Inc.
Address: P.O. Box 243
Simpson, WV 26455
Phone #: 304-739-4397
Fax #: 304-739-4401
Email : _____

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