



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  
**DEP15083**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
07/12/2010				

BID OPENING DATE: **08/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 1 *****		
				ADDENDUM ISSUED FOR THE LYNCH RUN HIGHWALL #6 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 07/06/10 MANDATORY PRE-BID MEETING.		
				BID OPENING DATE & TIME REMAIN UNCHANGED AS 08/02/10 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15083 ***** 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](http://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.
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### 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  
Lynch Run Highwall #6  
DEP15083**

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

**Questions:**

1. **Q.** Do we have to use supersilt fence on this project?  
**A.** As of today, NO. Price the silt fence.
  
2. **Q.** For lime requirements, do we have to take soil samples?  
**A.** Yes.
  
3. **Q.** How are we filling sink holes?  
**A.** With available material.
  
4. **Q.** Where is the borrow area for this project?  
**A.** It is believed that there is sufficient material available within the existing construction work limits, CWL.
  
5. **Q.** Are we stoning two (2) roads?  
**A.** No, only the main county road.
  
6. **Q.** Is the topsoil on site?  
**A.** Yes.
  
7. **Q.** When can bat gates be installed?  
**A.** To be installed from May 1<sup>st</sup> through August 31<sup>st</sup>.
  
8. **Q.** Does the stream in the middle of the project area get moved?  
**A.** Yes, it is the stream that is getting the natural stream design.
  
9. **Q.** The project area of the refuse material to be reclaimed, is there only one land owner?  
**A.** Yes.

Questions & Answers  
Lynch Run Highwall #6  
DEP15083

10. **Q.** Can rock from within and along Lynch Run be used as stream bank protection material?  
**A.** No.

Included with each tree planted will be a “tree shelter”. This is an added requirement to the reforestation requirements of the project. Again, a “tree shelter” will be placed around every tree planted within the reforestation area.

The Contractor shall have 180 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 180 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 # : DEP 15083  
Project: LYNCH Run Highway #6

Bid Date: 8/2/2010  
Pre-Bid Date: 7/6/2010

Name : LES BOLLEN  
Company: ASPEN INC  
Address: 2400 RITTER RD.  
DANBURY, WV  
25833  
Phone #: 304-765-4573  
Fax #: 304-765-4541  
Email : lrb@aspennw.com

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

Name : DENNIS ELAWN  
Company: CONCRETE INC  
Address: P.O. Box 243  
SHARON WV 26435  
Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : DCE-CONCRETE@EARTHINK.NET

Name : MIKE FURLONG  
Company: ATC ASSOC.  
Address: BURKINGTON, NJ  
Phone #: 730-620-1232  
Fax #: 609-386-7951  
Email :

Name : GARY LONG  
Company: MCCOY & SON CONST.  
Address: 2790 Centralia Rd  
Sutton WV 26601  
Phone #: 304 765-5288  
Fax #: 304 765-5293  
Email :

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.fr.com

Name : Douglas H. Brown  
Company: GREEN MOUNTAIN  
Address: 511 30th Street  
Chas and  
26334  
Phone #: 304 925 0153  
Fax #: 925 9230  
Email : Jody Maye@ma.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 : none

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15083  
Project: LYNCH RUN HIGHWAY #6

Bid Date: 8/2/2010  
Pre-Bid Date: 7/6/2010

Name : Roger L. Collins Jr.  
Company: Collins Building Company Inc  
Address: 3404 Cooley - Carmen Rd  
Flatwoods, WV  
26021  
Phone #: 304-765-3521  
Fax #: 304-765-3521  
Email : Collins Building C Hughes.net

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

Name : BRAD WISEMAN  
Company: WISEMAN EXCAVATING  
Address: RT 1 BOX 190 LIBERTY  
WV 25124  
Phone #: 304-586-3736  
Fax #: 304-586-3789  
Email : \_\_\_\_\_

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

Name : JAMES ALLEN  
Company: J F ALLEN CO  
Address: P O BOX 2089  
Buckhannon WV  
26201  
Phone #: 304 472 8896  
Fax #: 304 472 8897  
Email : \_\_\_\_\_

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

Name : Thomas Dorman  
Company: Breakaway  
Address: 1075 Old Town Pike Rd  
Sutton WV 26091  
Phone #: 304 765-5317  
Fax #: 304 765-5389  
Email : \_\_\_\_\_

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