



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  
 DEP15160

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
09/20/2010				

BID OPENING DATE: 10/05/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE PROSPECT VALLEY HIGHWALL #4 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED SPECIFICATIONS, THE Q/A, AND THE REVISED BID SCHEDULE RESULTING FROM THE MANDATORY ON-SITE PRE-BID ON 09/07/2010.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 09/28/10 TO 10/05/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15160 ***** 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.

### 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 15160  
Prospect Valley Highwall #4 Project**

Review the revised bid schedule attached to reflect the following changes which were made:

Contractor's bid sheet, Item Number 5.5, Stabilized Construction Entrance, the unit is listed as (LF), linear foot, and is incorrect and should be (TN) ton.

Contractor's bid sheet, Item Number 12.0, Underdrain, the unit is listed as (TN), and is incorrect and should be (LF), linear foot.

Contractor's bid sheet, Item Number 10.0, Utility Relocation will be eliminated.

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.

- 1.) Q. Construction Entrance, does it stay in place or does it get removed?  
A. In the event that the construction entrance can not be incorporated into the road rehabilitation and/or the landowner does not want it left in place it will be removed.
- 2.) Q. Does rock riprap ditches get erosion matting?  
A. No.
- 3.) Q. Does the contractor need railroad insurance?  
A. No.
- 4.) Q. Does the rock excavation get paid separate?  
A. No.
- 5.) Q. Do you have to haul the proposed route?  
A. No, it can be a DEP approved route but you as the contractor has to obtain all agreements as stated in the Specifications.

The Contractor shall have 180 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 120 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 15160 Bid Date: 9-28-10Project: Prospect Valley Hwy # 4 Pre-Bid Date: 9-7-10Name : MIKE FURLOW  
Company: ATC ASSOC  
Address: 3 TERRI LANE  
BERKSWORTH, NJPhone #: 330-620-1732  
Fax #: 609-386-7951  
Email : \_\_\_\_\_Name : MARK PENNINGTON  
Company: CIVIL TECH ENGINEERING  
Address: 3000 PRESTIGE DR.  
HUNTINGTON WV 25520Phone #: 304 757 8094  
Fax #: 304 757 8095  
Email : civiltech1@frontier.comName : Don Vincent  
Company: Breakaway, Inc  
Address: 1075 Old Turnpike Rd.  
SUTTON, WV 26601Phone #: 304-765-5317  
Fax #: 304-765-5389  
Email : Breakaway\_inc@verizon.netName : Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO BOX 17015  
Sissonville, WVPhone #: 304-984-1115  
Fax #: 984-2770  
Email : Rcarp103@aol.comName : DAVID H. Bowman  
Company: Green Mountain Co  
Address: 511 50th STREET  
Charleston WV 25304Phone #: 304 925 0253  
Fax #: 925 9230  
Email : Jody Maye@aol.comName : GARY LONG  
Company: McCourt & Son Const.  
Address: 2790 Centralia Rd  
Sutton WV 26601Phone #: 304 765-5388  
Fax #: 304 765-5393  
Email : glong@wireline.comName : DENNIS C. ELBOW  
Company: COWGIRL WP INC  
Address: P O BOX 243  
SIMPSON, WV 26435Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : RC@COWGIRLWP@EARTHINK.NETName : JAMES ALLEN  
Company: JF ALLEN CO  
Address: PO BOX 2049  
Buckhannon WV 26201Phone #: 304 472 8890  
Fax #: 304 472 8897  
Email JAMES.ALLEN@JFALLENCO.COM

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15160  
Project: Prospect Valley Herd #4

Bid Date: 9-28-10  
Pre-Bid Date: 9-7-10

Name : Ashley Atkins  
Company: Agri Corporation  
Address: 2400 Park Drive  
Denver WV 25832  
Phone #: 304-763-4573  
Fax # : 304-763-4591  
Email : jalkins@agrisys.com

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

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_