



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
 DEP15177

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	FOB	FREIGHT TERMS
09/29/2010				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
10/13/2010 BID OPENING TIME 01:30PM ***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE ROUTE 60 DRAINAGE PROJECT IN SMITHERS, WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/15/2010. BID OPENING DATE & TIME ARE EXTENDED FROM 10/06/10 TO 10/13/10 AT 1:30 PM. ***** NO OTHER CHANGES *****							
0001		JB		962-73			
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES							
***** THIS IS THE END OF RFQ DEP15177 ***** 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).

DEP15177
Route 60 Drainage
Addendum # 1

Item 1: Q) Is the area near the back side of Mountaineer Manufacturing a disposal area?

A) It is not a designated disposal area. This area is included within the construction work limits for access and storage purposes.

Item 2: Q) How far does the pneumatically applied concrete wall extend?

A) Please refer to Plan Sheet 5 for the location of the proposed wall.

Item 3: Q) Is there a bid item for unclassified excavation?

A) No. Earthwork will be considered incidental to other pay items. Please refer to Specification 8.10.

Item 4: Q) Does the diversion ditch above Tudor's go below the overhead utility lines?

A) Yes. Please refer to Plan Sheet 5 for locations.

Item 5: Q) Will the contractor be responsible for moving equipment/debris from off of the lot across from the Mountaineer Manufacturing building?

A) Yes. This area is within the construction work limits to accommodate the bore/jack operation, and the installation of the 24-inch pipe. Contractor will be responsible for preparing and restoring the area.

Item 6: A highway encroachment permit will be required for the project. The WVDEP will submit the application to the D.O.H. for approval. However, the contractor will be responsible for any associated fees. Contractor will be responsible for abiding by the permit conditions and adhering to the approved traffic control plan.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15177
 Project: Route 60 Drainage

Pre-Bid Date: 9/15/2010
 Bid Opening Date: 10/6/2010

Name: Doug Vincent
 Company: BREAKAWAY INC.
 Address: 1075 Old Turnpike Rd
Sutton WV 26601
 Phone #: 765-5317
 Fax #: 765-5389
 Email: doug@breakawaywv.com

Name: Garry Long
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email: glong@wirefire.com

Name: Basil CARPENTER
 Company: Basil A Carpenters En Inc
 Address: 639 Call RD
Chas WV 25312
 Phone #: 546-1601
 Fax #: 984-3539
 Email: Basil Carpenter@aol.com

Name: JOE WISEMAN
 Company: WISEMAN EXCAVATING
 Address: Rt. 1 Box 190
Liberty, WV 25124
 Phone #: 304-586-3736
 Fax #: 304-586-3789
 Email: wisemanfarm@aol.com

Name: Justin Taylor
 Company: WV Doh
 Address: 103 1/2 Church St.
 Phone #: 304 647-7844
 Fax #: 304 647 7450
 Email: justin.a.taylor@wv.gov

Name: LEE PRESLOTT
 Company: Tennessee Proud Construction
 Address: Rt 1 Box 30
Farmington WV
 Phone #: 304-765-2842
 Fax #: 304 765 2842
 Email: lpres0@gmail.com

Name: Dail Williams
 Company: WR Johns - Land Co
 Address: 215 Smithers Way
 Phone #: 304 442-4172
 Fax #: _____
 Email: _____

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15177
 Project: Route 60 Drainage

Pre-Bid Date: 9/15/2010
 Bid Opening Date: 10/6/2010

Name: DENNIS C. ELBON
 Company: COWGIRL HP INC
 Address: PO BOX 243
SIMPSON, WV 26435
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email: DCE - COWGIRLHP@EARTHLINK.NET

Name: Robert Barnes
 Company: BARNES EXC. INC.
 Address: P.O. BOX 13384
SISSONVILLE WV. 25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email: BARNSEXC@AOL.COM

Name: Robert Deeb
 Company: DCI/Shires Inc.
 Address: P.O. Box 1259
Bluefield, WV 24701
 Phone #: 304-323-1996
 Fax #: 304-323-3037
 Email: robertdeeb@dcishires.com

Name: Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO Box 13015
Sissonville, WV 25360
 Phone #: 984-1115
 Fax #: 984-2770
 Email: _____

Name: Kirk Wallace
 Company: Selco Construction
 Address: PO Box 1558
Pineville, W/Va 24874
 Phone #: 304-732-7689
 Fax #: 304-732-7660
 Email: WWW.Selcoconstruction.com

Name: Dale Thorton
 Company: Thorton Cutlery
 Address: PO Box 13279
Charleston WV 25360
 Phone #: 304 984 2299
 Fax #: 304 984 2334
 Email: _____

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

Name: GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. Box 218
KENNA WV 25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email: ATLANTA