



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
 DEP15178

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
10/12/2010				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
					10/21/2010		01:30PM
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE DUNLOUP CREEK COMPLEX PROJECT IN RALEIGH, CO., WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, AND THE Q/A RESULTING FROM THE MANDATORY ON-SITE PRE-BID MEETING ON 09/29/2010. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 10/21/10 AT 1:30 PM. ***** NO OTHER CHANGES *****							
0001	1	JB		962-73			
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES							

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).

DEP15178
Dunloup Creek Complex
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 liquidated 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) Can we dispose of the concrete rubble on site?

A) Please refer to Special Provision 1.08, Disposal of Unsuitable Material. Concrete rubble without the presence of "unsuitable" material may be disposed of onsite with prior approval from the Engineer.

Item 3: Q) How are the stone construction entrances paid for?

A) Bid Item 5.5, Stabilized Construction Entrance, will be paid as a lump sum.

Item 4: Q) Can the trees be windrowed, or do they have to be burned?

A) Provisions have been made to burn the organic material onsite. Please refer to Specification 4.3.1. However, with prior approval of the Engineer, material may be windrowed.

Item 5: Q) Do the ditches have to be undercut in refuse areas?

A) Please refer to Specification 7.3.1, Ditches. Where ditches are to receive riprap, the sub-grade shall be excavated such that final grades will meet those shown on the drawings, and the required depths are achieved. The sub-grade shall be proof-rolled before placing riprap. Excavation should extend down to a suitable foundation material, as approved by the Engineer.

Item 6: Q) Are the soil borrow areas identified on the plans?

A) Potential borrow areas have been identified and noted on the plans.

Item 7: Q) Is the rock for the ditches and stream banks specified as limestone?

A) Specification 7.2.2 says that riprap material should consist of sound and durable limestone. However, sound and durable "rock", meeting the designated specifications, can be used with prior approval of the Engineer.

Item 8: Q) Can we shoot/blast the rock on site?

- A) Please refer to Special Provision 1.17, Rock Blasting. All blasting operations shall be conducted in strict accordance with applicable State and Federal laws relating to rock blasting and the storage and use of explosives. The contractor shall maintain and keep in full force and effect blasting insurance to protect and indemnify the Owner and/or his agents or representative from claims for damages and shall defend all suits at law. The Contractor shall submit to the Owner a request for permission to blast rock, a reclamation plan for the area to be disturbed, and proof of blasting insurance coverage prior to initiating blasting operations. Failure to obtain approval for blasting prior to initiating the work will result in no payment for items utilizing this rock. All borrow (disposal) areas shall be obtained and utilized in accordance with Special Provision 1.07 of the Specifications.

Item 9: Q) Is the planned work on one property owner?

- A) Yes. Tax map overlay sheets are also included in the project plans.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15178
 Project: Dunloup Creek Complex

Pre-Bid Date: 9/29/2010
 Bid Opening Date: 10/21/2010

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

Name: John Archut
 Company: ATC Associates
 Address: 3 Ferris Lane
Burlington NS
 Phone #: 609-386-8800
 Fax #: 609-386-0764
 Email: John.Archut@ATCAssociates.com

Name: LARRY Aspury
 Company: Basil Carpenter Exc.
 Address: 333A Charleston W Va
25312
 Phone #: 304-984-0388
 Fax #: _____
 Email: _____

Name: Harrison Bowman
 Company: Green Mountain Co.
 Address: 511 50th St.
Charleston, WV, 25304
 Phone #: 304-925-0253
 Fax #: 304-925-9230
 Email: Jodymay@aol.com

Name: Lowell Bias
 Company: G.L. Stone & Son Inc.
 Address: 24 First Street
Hamlin, WV 25523
 Phone #: 304-824-3800
 Fax #: 304-824-3848
 Email: _____

Name: Dennis Elbon
 Company: COWGIRL UP INC
 Address: PO Box 243
Simpson, WV 26435
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email: DCE-COWGIRLUP@GMAIL.COM

Name: MIKE SAYRE
 Company: EASTERN ARROW INC
 Address: PO Box ~~400~~ 4108
Charleston WV 25304
 Phone #: 304 414 0255
 Fax #: 304 414 0256
 Email: EASTERN.AROW@HOTMAIL.COM

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

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Req. # : DEP15178
 Project : Dunloup Creek Complex

Pre-Bid Date: 9/29/2010
 Bid Opening Date: 10/21/2010

Name: Keith Freshour
 Company: Eagle Excavation Inc.
 Address: P.O. Box 218
Kenna W.V 25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email: _____

Name: Tanner Taylor
 Company: Selco Corp.
 Address: P.O. Box 190
Swords Creek, VA
 Phone #: 276-880-2300 24649
 Fax #: 276-880-2390
 Email: main@selcoconstruction.com

Name: DERRICK SEARS
 Company: FOSTER SUPPLY
 Address: PO Box 488
Scott Depot WV 25360
 Phone #: 304-553-6565
 Fax #: 304-755-8280
 Email: dsears@fostersupply.com

Name: GARY 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: JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO BOX 2049
Buckhannon WV 26201
 Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email: JAMES.ALLEN@JFALLENCO.COM

Name: Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO BX 13015
Sissonville, WV 25360
 Phone #: 304-984-1115
 Fax #: 984-2770
 Email: Rccorpms@aol.com

Name: John Kelly Tim Cort
 Company: E.L. Robinson
 Address: 5088 Washington St W
Cross Lanes WV 26313
 Phone #: 304-776-7477
 Fax #: 304-776-6426
 Email: johnke@elrobinson.com

Name: Bob Canterbury
 Company: DCI'S Hires
 Address: Box 1259
Blue Ridge Drive 24920
 Phone #: 304 323 1996
 Fax #: 304-323-3039
 Email: Bob.Canterbury@Comcast.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :

DEP15178

 Project :

Dunloup Creek Complex

Pre-Bid Date:

9/29/2010

 Bid Opening Date:

10/21/2010

Name: James Buckland
 Company: B+B Transit Inc.
 Address: PO. Box 720
Beaver WV 25813
 Phone #: 304-255-2505
 Fax #: 304-253-4533
 Email: BBTransitInc@yahoo.com

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

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

Name: _____
 Company: _____
 Address: _____
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