



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
DEP15304

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
03/14/2011				

BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE MAYBEURY (OAKLEY) LANDSLIDE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND REVISED DRAWINGS RESULTING FROM THE MANDATORY PRE-BID MEETING OF 03/01/11.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 03/31/2011 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15304 ***** 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).

**DEP15304**  
**Maybeury (Oakley) LS**  
**Addendum # 1**

Item 1: Work will be limited to 7 a.m. – 7 p.m., with no work allowed on Sundays or major holidays.

Item 2: The construction work limits and proposed access have been modified. A drawing, illustrating the changes, is included with this addendum.

Item 3: Q) In reference to the liquidated damages clause, what is the dollar amount per day?

A) Two hundred fifty dollars per day.

Item 4: Q) At Site No. 2, do all the existing drainage lines tie into the new inlet?

A) Yes. Please also reference Section 7.3.10.1 of the Specifications.

Item 5: Q) Are there designated waste/borrow areas?

A) A potential waste area has been designated, and is shown on the plans. Section 8.0, "Unclassified Excavation", of the Specifications provides additional details concerning the use of any off-site waste/borrow areas.

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15304  
 Project: Maybeury (Oakley) LS

Pre-Bid Date: 3/1/2011  
 Bid Opening Date: 3/31/2011

Name: Wes Adair  
 Company: A&A ENERGY INC  
 Address: 151 STEWART ST  
WELCH WVA 24801  
 Phone #: 304-320-3961  
 Fax #: 304-436-5111  
 Email: Wesadair@hotmail.com

Name: James Bucklin  
 Company: BB TRANSIT  
 Address: PO 720  
BEAVER WV 25813  
 Phone #: 304-255-2505  
 Fax #: 304-253-4533  
 Email: bbtransitinc@comcast.net

Name: MIKE ROSE  
 Company: GOPHER LAND  
 Address: PO BOX 194  
BEAVER WV 25813  
 Phone #: 304 860 1909  
 Fax #: SAME  
 Email: mrose@suddenlink.net

Name: Richard Cantelmo  
~~BB TRANSIT~~  
 Company: DEL SHIRTS  
 Address: 1515  
Bluefield WV  
 Phone #: 304-673-9388  
 Fax #: 304-323-3037  
 Email: Rich.Cantelmo@comcast.net

Name: Rusty Sarver  
 Company: Main Street Builders LLC  
 Address: PO Box 309  
Princeton WV 24740  
 Phone #: 304-487-3912 (920-2669)  
 Fax #: 304-425-2171  
 Email: RustySarver@gmail.com

Name: Eddie Sorath  
 Company: EASTERN TANK & UTILITY SERVICES INC.  
 Address: 145 KRIT LANE  
Princeton WV 24740  
 Phone #: 304 324-2692  
 Fax #: 304 324 8692  
 Email: EASTERTANK@frontier.net

Name: DAVE FARMER  
 Company: Nemesis Contracting LLC  
 Address: 44446 PondFRD  
Wharton WV 25208  
 Phone #: (304) 247 6934  
 Fax #: \_\_\_\_\_  
 Email: davefarmern@yahoo.com

Name: James Cooper  
 Company: Tri-State Pipeline, Inc  
 Address: 6351 US RT 60 East, Suite 3  
Barboursville, WV 25504  
 Phone #: 304-733-6801  
 Fax #: 304-733-6803  
 Email: james.cooper@tri-statepipeline.com

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 Project: Maybeury (Oakley) LS

Pre-Bid Date: 3/1/2011  
 Bid Opening Date: 3/31/2011

Name: Jason Up <sup>1604</sup>  
~~UPH Const. Co. Inc.~~  
 Company: UPH Const. Co. Inc.  
 Address: PO BOX 39  
Dunbar, WV 25064  
 Phone #: 304-744-4627  
 Fax #: 304-744-4626  
 Email: UCC10119@hotmail.com

Name: DENNIS C. ELBON  
 Company: COWGIRL UP INC  
 Address: PO BOX 243  
SIMPSON WV 26455  
 Phone #: 304 739-4597  
 Fax #: 304-739-4401  
 Email: DCE-COWGIRLUP@GMAIL.COM

Name: Brett Harvey  
 Company: Hunter Excavating LLC  
 Address: P.O. Box 165  
Perce Springs WV 24962  
 Phone #: 304-923-3922  
 Fax #: 304-466-0846  
 Email: TadpoleandJazz@Huntes.net

Name: Roger Jones  
 Company: Jones Exc.  
 Address: 1855 Clearview  
Hgt. Ohio  
 Phone #: 304 984 0499  
 Fax #: 984 3028  
 Email: \_\_\_\_\_

Name: DAVID H. BOWMAN  
 Company: Green Mountain CO  
 Address: 511 50th Street  
Chas WV 25304  
 Phone #: 9250255 ~~25304~~  
 Fax #: 304-925-9230  
 Email: Jody May AOL CO

Name: BARBIE F. FORTER  
 Company: EAGLE CONTRACTORS LLC  
 Address: 1721 WINFIELD ROAD  
WINFIELD WV 25213  
 Phone #: 304-552-7781  
 Fax #: 304-755-3150  
 Email: cdent@efinc.com

Name: GEORGE FRESHOUR  
 Company: EAGLE EXCAVATION INC  
 Address: P.O. BOX 218  
KENNA WV 25244  
 Phone #: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email: None

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

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Req. # :  
Project :

DEP15304
Maybeury (Oakley) LS

Pre-Bid Date:  
Bid Opening Date:

3/1/2011
3/31/2011

Name: Kevin Bradford  
 Company: Pineville Paving & Excavation  
 Address: Box 1290  
Pineville WV 24874  
 Phone #: 304-732-8303  
 Fax #: 304-732-7855  
 Email: KDBPPT@aol.com

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

Name: DEREK SEARS  
 Company: Foster Supply  
 Address: PO Box 4088  
Scott Depot WV 25560  
 Phone #: 304-553-6565  
 Fax #: 304-755-8280  
 Email: dsears@fostersupply.com

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

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

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

Name: \_\_\_\_\_  
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