



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
DEP15334

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
03/17/2011				

BID OPENING DATE: **04/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BIRDS CREEK #4 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/09/2011.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/06/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15334 ***** 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).

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**Addendum #1 - Questions During Pre-Bid Meeting
Birds Creek #4
DEP15334**

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:

Q. Are sediment control details provided in the Plans for the SWPPP requirements?

A. Yes.

Q. Does the Contractor have to remove the tree slashings?

A. Yes, but only within the construction work limits of the project.

Q. Does the clearing & grubbing extend to the standing line of stumps at the edge of the field above the top of highwall?

A. Yes.

Q. What does the Contractor do with the posts that support the erosion eels in rock riprap and grouted riprap ditches at completion of the project?

A. Cut them off @ the flow line.

Q. Is the maximum allowable dimensions for boulders incorporated into the backfill 2' x 2'?

A. Yes.

Q. Is there a lot of garbage on-site to be removed incidental to the Site Preparation pay item?

A. Yes.

COMMENTS:

“Sediment Control devices (Erosion Eels© which are 9.5 inches by 10 foot long) shall be installed stacked two high as shown on the plans. In this instance the Contractor will be paid for 20 linear feet (2 X 10 foot long Eels) for “**Item 5.3 Sediment Control Devices**”. In some instances four Sediment Control Devices at one location will be required to span wide drainage swales. In this installation two stacked Eels will be tightly butted against two additional stacked Eels for a total of four Eels at one location. In this instance the Contractor will be paid for 40 linear feet (4 X 10 foot long Eels) of “**Item 5.3 Sediment Control Devices**”. Should the Contractor install a single Eel (1 X 10 foot long Eel) then he will be paid for 10 linear foot of “**Item 5.3 Sediment Control Devices**”.

Addendum #1 – Birds Creek #4 Project

DEP15334

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The Contractor shall have 150 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 150 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

1 of 3

RFQ # : 15334
 Project: BIRDS CREEK # 4

Bid Date: 4/6/11
 Pre-Bid Date: 3/9/11

Name : ~~MIKE FURKOR~~
 Company: ATK Assoc.
 Address: 3 TERN Avenue
 Reamington, NJ

Phone #: 330-620-1232
 Fax #: 609-386-7832
 Email :

Name : Johnny Brull
 Company: Kelli Corp
 Address: 484 Dug Hill Rd
 Morgantown, WV
 26508

Phone #: 304 288 3834
 Fax # :
 Email : Johnny.brull@kellincorp.com

Name : Kevin D Bradford
 Company: Pineville Paving & Excavation, Inc.
 Address: P.O. Box 1290
 Pineville WV 24874

Phone #: 304-732-8303
 Fax #: 304-732-7855
 Email : KDBPPI@AOL.COM

Name : Gary Long
 Company: McCourt & Son Coast
 Address: 2790 Centralia Rd
 Sutton WV 26601

Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email : glong@w.retire.com

Name : Gary Stanley
 Company: Stanley Ind. Inc.
 Address: 7 Maple Lakey
 Bridgeport WV
 26330

Phone #: 304-842-8560
 Fax #: 304-842-8609
 Email : GStanley@ma.rr.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 : ~~TEL~~

Name : Robert L. Barnes
 Company: BARNES EXC INC
 Address: P.O. Box 13384
 Sissonville WV 25360

Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : BARNES EXC@AOL.COM

Name : David H. Bowman
 Company: Green Mountain Co
 Address: 511 50th Street
 Chas WV 25304

Phone #: 304-925 0253
 Fax #: 925 9238
 Email : Jody May cfo@lccw

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

2 of 3

RFQ # : 15334
 Project: BIRD'S CREEK #4

Bid Date: 4/6/11
 Pre-Bid Date: 3/9/11

Name : Bruce Gaudin
 Company: SMITH CONSTRUCTION SERVICES
 Address: 1 Moore Ave, Buckhannon, WV
 Phone #: 304 472 7140
 Fax #: 304 472 6239
 Email : Bruce.Gaudin@SmithCo.com

Name : Rob Seese
 Company: Morgantown Excavators, Inc.
 Address: PO Box 520 Morgantown, WV 26507
 Phone#: 304 292 3489
 Fax #: 304 292-0746
 Email : mei@mei.wv.com

Name : Herb Parsons
 Company: Startec
 Address: 1 Moore Ave Buckhannon WV
 Phone #: 304-472-7140
 Fax #: 304-472 6239
 Email : herb.parsons@startec.com

Name : Adley Atkins
 Company: Aspen Corporation
 Address: 2400 Kellar Drive Daniels WV 25832
 Phone#: 304-763-4573
 Fax #: 304-763-4591
 Email : jadkins@aspen-gift.com

Name : Edward Wolfe
 Company: Wolfe Run Excavating LLC
 Address: 110 Wolfe Run Rd Tunnelton WV 26444
 Phone #: 304-698-4977
 Fax #: 304-892-3314
 Email :

Name : Jacob L Pfohl
 Company: UPCON Const. Co. Inc
 Address: PO Box 39 Danksport, WV 25064
 Phone#: 304-744-4627
 Fax #: 304-744-4626
 Email : UCC10119@hotmail.com

Name : Don Vincent
 Company: Breakaway, Inc
 Address: 1075 Old Ironpike Rd. SARTON, WV 26601
 Phone #: 304-765-5317
 Fax #: 304 765-5389
 Email : don@breakawaywv.com

Name : DENNIS C. ELBON
 Company: CONCRETE UP INC
 Address: PO Box 243 SIMPSON, WV 26435
 Phone#: 304-739-4897
 Fax #: 304-739-4401
 Email : DCE_CONCRETE@earthlink.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

3 of 3

RFQ # : 15334
Project: BIRDS CREEK #4

Bid Date: 4/6/11
Pre-Bid Date: 3/9/11

Name : Jason Poytee
Company: Instant Growth Hydroseeding
Address: 15391 Veterans Memorial Hwy
Kingwood WV 26037
Phone #: 304-864-7249
Fax #: 304-980-2157
Email: JCPoytee@Outlook.com

Name : Anna Klanowicz
Company: EASTERN ARROW
Address: PO Box 4108
Charmersville WV
25261
Phone #: 304-414-0255
Fax #: 0256
Email: easternarrow@hotmail.com

Name : BOBBIE F. FOSTER
Company: EAGLE CONTRACTOR, LLC
Address: 174 WINFIELD ROAD
WINFIELD WV 25213
Phone #: 304-552-7781
Fax #: 304-755-3150
Email: bobf@getmail.com

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

Name : Chad Bilotta
Company: Anderson Excavation
Address: 343 Williams Rd
Martinsburg WV 26061
Phone #: 304-983-2216
Fax #: 304-983-4755
Email: chlobilotta@AndersonExcavation.com

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

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: PO Box 2049
Box K, Annona WV
26201
Phone #: 304-472-8890
Fax #: 304-472-8897
Email: James.S.Allen@JFAllenCO.com

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