



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
DEP15401

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	FOB	FREIGHT TERMS
05/04/2011				

BID OPENING DATE: 05/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED FOR THE KEATON BRANCH COMPLEX PROJECT IN RALEIGH CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BI MEETING ON 04/19/2011.		
				BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/17/11 AT 1:30 PM.		
				NO OTHER CHANGES		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15401 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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).

DEP15401
Keaton Branch 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: Work will be limited to 7 a.m. – 7 p.m., with no work allowed on Sundays or major holidays.

Item 3: The Contractor is required to reclaim the refuse areas to the lines and grade specified in the plans. Although some disturbance is anticipated above the existing highwall, the Contractor is not to push material from the top down to achieve plan grades.

Item 4: Q) Does the stone for the ditches have to be limestone?

- A) Please refer to Section 7.2.2 of the specifications. This material shall consist of sound and durable limestone or sandstone from a WVDEP approved source. Please note that rip rap for ditches must meet other parameters as specified in Section 7.2.2.

Item 5: Q) At Site 2, is there any work proposed on the opposite side of the stream?

- A) No work is proposed on the opposite side of the stream.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15401
 Project: Keaton Branch Complex

Pre-Bid Date: 4/19/2011
 Bid Opening Date: 5/17/2011

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: BARRIE F. FOSTER
 Company: EAGLE CONTRACTORS LLC
 Address: 1721 WINIFIELD ROAD
WINIFIELD WV 25213
 Phone #: 304-552-7781
 Fax #: 304-755-3150
 Email: edente@efinc.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: NOTE

Name: NOEL RYDEN
 Company: DAVID L RYDEN CO INC
 Address: P.O. BOX 447 WHITE
SULPHUR SPRINGS WV 24986
 Phone #: 304-536-9383
 Fax #: 304-536-9381
 Email: RYDEN CONTRACTING @ SIDLICKIAH.MAIL.GOV

Name: DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
CHAS. WV 25304
 Phone #: 304-925-0253
 Fax #: 925-9230
 Email: Jody May @ AOL.COM

Name: Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO BOX 17015
SISSONVILLE, WV
 Phone #: 304-984-1115
 Fax #: 984-2770
 Email: R.Carpenter@aol.com

Name: DENNIS C. ELSON
 Company: COWGIRL HP INC
 Address: PO BOX 243
SIMPSON, WV 26035
 Phone #: 304-739-4397
 Fax #: 304 739-4401
 Email: DCC.COWGIRLHP @ EARTHLINK.NET

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : DEP15401
 Project : Keaton Branch Complex

Pre-Bid Date: 4/19/2011
 Bid Opening Date: 5/17/2011

Name: Eli Testerman
 Company: ALL-CON
 Address: 124 Philpott Ln.
BEAVER, WV 25813
 Phone #: 304 255 0491 / 731-0190
 Fax #: 255 4232
 Email: etesterman@qci-wv.com

Name: Chris Allen
 Company: Captiol Valley
 Address: 67 Renee Cir.
Elkview W.V. 25071
 Phone #: 304-437 4505
 Fax #: 304 965-2223
 Email: mickey@Captiol-Valley.com

Name: Rusty Sarver
 Company: Main Street Builders
 Address: PO Box 309
Princeton WV 24740
 Phone #: 304-920-2669
 Fax #: 304-425-2171
 Email: rusty.sarver@gmail.com

Name: Doug Vincent
 Company: BREAKAWAY Inc.
 Address: 1675 Old Turnpike Rd
Sutton WV 26601
 Phone #: 765-5317
 Fax #: 765-5389
 Email: _____

Name: Ann Wannamell
 Company: EASTERN Arrow
 Address: PO Box 4108
CHARLESTON WV 25304
 Phone #: 304-414-0255
 Fax #: 0256
 Email: easternarrow@hotmail.com

Name: Glenna Rose
 Company: Gopher Land Svc
 Address: P.O. Box 194
Beaver WV 25813
 Phone #: 304-860-1909
 Fax #: " "
 Email: mdayrose@yahoo.com

Name: MIKE BRADFORD
 Company: Parisville Farm & Exp. Inc
 Address: Box 749
Parisville WV 24874
 Phone #: 304-732-8303
 Fax #: 304 732 7855
 Email: TonyPPT@aol.com

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :

DEP15401

 Project :

Keaton Branch Complex

Pre-Bid Date:

4/19/2011

 Bid Opening Date:

5/17/2011

Name: ~~Robert Canterbury~~
 Company: ~~DCI Shires~~
 Address: ~~PO Box 1259 Bluefield WV~~

Name: ROBERT CANTERBURY
 Company: DCI SHIRES, INC
 Address: PO. BOX 1259
BLUEFIELD WV

Phone #: ~~304-677-1853~~
 Fax #: ~~304-877-7230~~
 Email: ~~CANTERBURY@DCISHIRES.COM~~

Phone #: 304-323-1996
 Fax #: 304-323-3037
 Email: WWW.DCISHIRES.COM

Name: BASIL CARPENTER
 Company: Basil Carpenter Ex Inc
 Address: 637 Call RD
Chas WV 25312
 Phone #: (304) 546 1601
 Fax #: 984 3528
 Email: Basil Carpenter & Ass. .com

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

Name: JOE WISEMAN
 Company: WISEMAN EXCAVATING INC
 Address: RT 1 BOX 190
LIBERTY, WV 25124
 Phone #: 304-586-3736
 Fax #: 304-586-3789
 Email: wisemanfarm@aol.com

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

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

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