



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  
**DEP15433**

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 |
|--------------|---------------|----------|-----|---------------|
| 06/29/2011   |               |          |     |               |

BID OPENING DATE: **07/13/2011** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| ***** ADDENDUM NO.1 *****   |          |     |          |             |            |        |
| ADDENDUM ISSUED FOR THE MEASLE FORK REFUSE PROJECT IN WYOMING CO., WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 06/15/2011. |          |     |          |             |            |        |
| BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/13/11 AT 1:30 PM.  |          |     |          |             |            |        |
| ***** NO OTHER CHANGES *****  |          |     |          |             |            |        |
| 0001  | 1        | JB  |          | 962-73      |            |        |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES   |          |     |          |             |            |        |
| ***** THIS IS THE END OF RFQ DEP15433 ***** 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).

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : DEP15433  
 Project : Measle Fork Refuse Area

Pre-Bid Date: 6/15/2011  
 Bid Opening Date: 7/13/2011

Name: DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN COMPANY  
 Address: 511 50<sup>th</sup> ST,  
Chas WV 25304  
 Phone #: 304-925-0253  
 Fax #: 304-925-9230  
 Email: 722Goldom@yahoo.com

Name: W R Houck  
 Company: Pineville Peering  
 Address: PO Box 1290  
Pineville WV 24874  
 Phone #: 304 732 8303  
 Fax #: 304 732 7855  
 Email: \_\_\_\_\_

Name: MIKE FURLONG  
 Company: ATC ASSK.  
 Address: 3 TERRI AVE  
BORLINGTON, NJ  
 Phone #: 330-620-1232  
 Fax #: 780-544-6065  
 Email: \_\_\_\_\_

Name: Ann Warrnell  
 Company: TEASTERN ARROW  
 Address: PO Box 4108  
CHARLESTON WV 25364  
 Phone #: 304-414-0255  
 Fax #: 0256  
 Email: easternarrow@hotmail.com

Name: BASIL CARPENTER  
 Company: BASIL CARPENTER EX  
 Address: 637 Call RD  
Chas WVA  
 Phone #: (304) 546-1601  
 Fax #: 984-3528  
 Email: Basil.Carpenter@aol.com

Name: Bill Hager  
 Company: Tri STATE pipeline inc  
 Address: 6351 US RT 60 East  
Suite 3 Barboursville  
 Phone #: 304-733-6801 255001  
 Fax #: 304-521-2249  
 Email: eric.taylor@tristatepipeline.com

Name: Brian Moore  
 Company: Cowgic Up Inc  
 Address: P.O. Box 243  
Simpson, WV 26435  
 Phone #: 304-739-4401 4397  
 Fax #: 304-739-4401  
 Email: DCE-cowgicup@earthlink.net

Name: Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: PO Box 13015  
Siasonville, WV 25760  
 Phone #: 304-984-1115  
 Fax #: 984-2770  
 Email: Rcarpenter@aol.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : 

|          |
|----------|
| DEP15433 |
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 Project : 

|                         |
|-------------------------|
| Measle Fork Refuse Area |
|-------------------------|

Pre-Bid Date: 

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|-----------|
| 6/15/2011 |
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 Bid Opening Date: 

|           |
|-----------|
| 7/13/2011 |
|-----------|

Name: Doug Vincent  
 Company: Breakaway Inc  
 Address: 1015 Old Turnpike Rd  
Sutton WV 26601  
 Phone #: 765-5317  
 Fax #: 765-5389  
 Email: dbug@breakawaywv.com

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

Name: JOE WISEMAN  
 Company: WISEMAN EXCAVATING  
 Address: RT 1 Box 190  
LIBERTY, WV  
 Phone #: 304-586-3736  
 Fax #: 304-586-3789  
 Email: jwpcal2@aol.com

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

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

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

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

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 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

**DEP15433**  
**Measle Fork Refuse Area**  
**Addendum # 1**

Item 1: The contractor will have 180 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 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: The contractor has the option to cut and stockpile timber in accordance with Specification 4.2.4, or pay the landowner \$250 per acre disturbed/cut.

Item 3: The contractor is reminded that erosion and sediment control measures are to be properly installed in place prior to any excavation taking place.

Item 4: The contractor is reminded that he/she is responsible to obtain, at no expense to the WVDEP, all necessary waste and borrow areas or landfills for the disposal of waste materials in accordance with any applicable local, state, and/or federal regulations including compliance with NEPA requirements (See Section VII for NEPA Compliance Schedule). All waste and borrow areas must be approved by the WVDEP and, the Contractor must provide a reclamation plan for approval. In addition, for all waste and borrow areas outside the construction limits, the Contractor must obtain from the property owner a right-of-entry agreement in which the property owner indemnifies and holds the WVDEP harmless from any injury or damages whatsoever resulting from the use of the property. Please refer to Section 4.2.8 of the Specifications.

Item 5: Q). Is Railroad insurance required?

A). No.

Item 6: Q). When is the super silt fence to be removed?

A). After vegetation has been established and prior to final inspection.

Item 7: Q). Is there any work proposed on the opposite side of the stream?

A). Yes, in two locations, as noted on the project plan sheets. Temporary stream crossings are to be constructed, utilized, and removed in accordance with the project plans and specifications.