



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
DEP15468

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
06/29/2011				

BID OPENING DATE: **07/14/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO.1 *****		
				ADDENDUM ISSUED FOR THE HUGHES CREEK PORTALS PROJECT IN KANAWHA CO., WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BI MEETING ON 06/16/2011.		
				BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/14/11 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		
0001	1	JB	962-73	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15468 ***** 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).

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15468
 Project: Hughes Creek (Burke-Quinn) Portals

Pre-Bid Date: 6/16/2011
 Bid Opening Date: 7/14/2011

Name: DENNIS C. ELCON
 Company: COWGIRL HP INC
 Address: PO Box 243
SIMPSON, WV 26435
 Phone #: 304-739-4897
 Fax #: 304-739-4401
 Email: OCE_COWGIRL_HP@EARTHINKS.NET

Name: Harrison Bowman
 Company: Green Mountain Co.
 Address: 511 50th St.
Charleston/WV/25304
 Phone #: 304-925-0253
 Fax #: 304-925-9230
 Email: DHB722@yahoo.com

Name: Dale Threlton
 Company: Threlton Const Co
 Address: PO Box 13279
Charleston WV
 Phone #: 304 984 2299
 Fax #: 304 984 2334
 Email: _____

Name: Doug Vincent
 Company: BREAKAWAY INC
 Address: 1075 Old Turnpike Rd
Sutton WV 26001
 Phone #: 765-5317
 Fax #: 765-5349
 Email: _____

Name: MIKE ROSE
 Company: GOPHER LAND
 Address: PO BOX 194
BEAVER WV 25813
 Phone #: 304 260 1909
 Fax #: 304 260 1909
 Email: mrose@suddenlink.net

Name: Randy Caperton
 Company: Caperton Relocation
 Address: PO Box 13015
Sissonville, WV 25360
 Phone #: 904-984-1115
 Fax #: 904-2770
 Email: _____

Name: GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC.
 Address: P.O. Box 218
KENNA WV 25248
 Phone #: 304 372 4378
 Fax #: 304 372-4378
 Email: NONE

Name: BASIL CARPENTER
 Company: BASIL CARPENTER EX INC
 Address: 639 Coli Rd
Chas WV 25312
 Phone #: (304) 546-1601
 Fax #: 984 3528
 Email: BASIL CARPENTER@aol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :

DEP15468

 Project :

Hughes Creek (Burke-Quinn) Portals

Pre-Bid Date:

6/16/2011

 Bid Opening Date:

7/14/2011

Name: BRAD WISEMAN
 Company: WISEMAN EXCAVATING
 Address: RT1 Box 190 Liberty
WV 25124
 Phone #: 304-586-3736
 Fax #: 304-586-3789
 Email: _____

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

Name: Don Wendt
 Company: Utilities Forestry Sucs.
 Address: P.O. Box 1027
Clearfield, PA 16830
 Phone #: 412-874-0072
 Fax #: 814-765-3698
 Email: _____

Name: _____
 Company: _____
 Address: _____
 Phone #: _____
 Fax #: _____
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DEP15468
Hughes Creek (Burke-Quinn) Portals
Addendum # 1

Item 1: The contractor will have 60 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 60 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Q). Is the bridge near the project entrance a highway bridge or a private bridge?

A). The bridge is privately owned. The Contractor is reminded that a structural inspection and analysis was not performed on the bridge crossing Hughes Creek for access to Site 1. It is the Contractor's full responsibility to determine the adequacy of all the structural members required to safely carry the anticipated loading prior to using it for access. Any strengthening or modifications to the structural members shall be performed, signed, and sealed by a Registered Professional Engineer in the state of West Virginia before being submitted to the Engineer for review. Please refer to Page 16 of the Specifications.

Item 3: Q). Is the contractor responsible for removing the piezometer?

A). Yes. Please refer to Section 9.3.4 of the Specifications.

Item 4: Q). Are ditch profiles included in the project plans?

A). Yes.