



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  
 DEP15496

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 CHUCK BOWMAN  
 304-558-2157

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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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
07/27/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.1 *****						
ADDENDUM ISSUED FOR THE HAZY CREEK PORTAL PROJECT IN RALEIGH CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 07/18/2011.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 08/18/2011 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15496 ***** 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).

**DEP15496**  
**Hazy Creek (Sprouse) Portal**  
**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 existing stream crossing ok to use?

A: Yes. The crossing is an existing ford. However, it should not be modified and no material should be placed below the ordinary high water mark.

Item 3: Q: Do you know how deep the soil is in the borrow areas?

A: No drilling was performed. However, it is anticipated that adequate soil material can be obtained from the potential borrow area. The contractor has the option to utilize off-site borrow areas, as per the project specifications.

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :	DEP15496	Pre-Bid Date:	7/18/2011
Project :	Hazy Creek (Sprouse) Portal	Bid Opening Date:	8/18/2011
Name:	<u>DENNIS C. ELBOJ</u>	Name:	<u>Randy Carpenter</u>
Company:	<u>COWGIRL UP INC</u>	Company:	<u>Carpenter Reclamation</u>
Address:	<u>PO Box 243</u> <u>SIMPSON WV 26435</u>	Address:	<u>PO Box 13015</u> <u>Sissonville, WV</u>
Phone #:	<u>304-739-4397</u>	Phone #:	<u>304-984-1115</u> <u>25360</u>
Fax #:	<u>304-739-4401</u>	Fax #:	<u>984-2770</u>
Email:	<u>DCE-COWGIRLUP@SPRTHUNK.NET</u>	Email:	<u>RCarpenter1030@aol.com</u>
Name:	<u>DONALD BROWNING</u>	Name:	<u>BASIL CARPENTER</u>
Company:	<u>BROWNING &amp; SONS CONTRACT,</u>	Company:	<u>BASIL CARPENTER EX INC</u>
Address:	<u>P.O. Box 1161</u> <u>FORT GARY, WV, 25514</u>	Address:	<u>637 Coll RD</u> <u>Chas WV 25912</u>
Phone #:	<u>304-730-5323</u>	Phone #:	<u>(304) 546-1601</u>
Fax #:	<u>304-645-5672</u>	Fax #:	<u>984-3528</u>
Email:	<u>D.B.Browning@FRONTIER.COM</u>	Email:	
Name:	<u>GROVER COPLEY</u>	Name:	<u>Amanda Tyler</u>
Company:	<u>COPLEY CONTRACTING</u>	Company:	<u>Building Utility Systems</u>
Address:	<u>P.O. Box 1817</u> <u>FORT GARY, WV, 25514</u>	Address:	<u>P.O. Box 160</u> <u>Jumping Branch, WV 25969</u>
Phone #:	<u>304-645-1392</u>	Phone #:	<u>(304) 466-3412</u>
Fax #:		Fax #:	<u>(304) 466-3746</u>
Email:	<u>SHARA A COPLEY@YAHOO.COM</u>	Email:	<u>buildingutility@yahoo.com</u>
Name:	<u>Harrison Bowman</u>	Name:	<u>Doug Vincent</u>
Company:	<u>Green Mountain Co.</u>	Company:	<u>BREAKAWAY INC</u>
Address:	<u>511 50<sup>th</sup> St.</u> <u>Charleston WV 25304</u>	Address:	<u>1075 Old Turnpike RD</u> <u>Sutton WV 26601</u>
Phone #:	<u>304-925-0253</u>	Phone #:	<u>765-5317</u>
Fax #:	<u>304-925-9230</u>	Fax #:	<u>765-5389</u>
Email:	<u>DHB722@yahoo.com</u>	Email:	<u>doug@breakawaywv.com</u>

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : 

DEP15496
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 Project : 

Hazy Creek (Sprouse) Portal
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Pre-Bid Date: 

7/18/2011
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 Bid Opening Date: 

8/18/2011
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Name: Ann WARDWELL  
 Company: EASTERN ARROW  
 Address: 70 BOX 4801  
CHARLESTON WV  
 Phone #: 304 44-0285  
 Fax #: 0256  
 Email: easternarrow@hotmail.com

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

Name: GEORGE FRESHOW  
 Company: EAGLE EXCAVATION INC.  
 Address: P.O. BOX 218  
KENNA, WV 25248  
 Phone #: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email: NONE

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

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: Downie Adkins  
 Company: Aspen  
 Address: 2400 Ritter Dr.  
Daniels WV 25832  
 Phone #: 304-763-4573  
 Fax #: 304-763-4591  
 Email: dadkins@aspew-golf.com

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