



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
DEP15578

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

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	F.O.B.	FREIGHT TERMS
10/26/2011				

BID OPENING DATE: 12/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM ISSUED FOR THE "NORTHFORK (SUITER) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q&A'S AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 09/29/2011.		
				BID OPENING DATE CHANGED		
				FROM: 10/27/2011 @ 1:30PM		
				TO: 12/15/2011 @ 1:30PM		
				NO OTHER CHANGES.		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15578 ***** 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).

SIGN IN SHEET

Request for Proposal No. DEP15578 PLEASE PRINT

NORTHFORK (SUITER) DRAINAGE

Date 9/29/11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>BASIL CARPENTER EX INC</u> Rep: <u>BASIL CARPENTER</u>	<u>637 CALL RD</u> <u>CHARLESTON WV 25312</u>	PHONE <u>(304) 546-1667</u> TOLL FREE
Email Address: <u>Basil Carpenter 8 AOL.com</u> Company: <u>GREEN MOUNTAIN CONCRETE</u> Rep: <u>DRUID H. BOWMAN</u>	<u>511 50th ST</u> <u>CHASSISTON WV 25304</u>	PHONE <u>304-925-0253</u> TOLL FREE
Email Address: <u>DH8722c Yahoo.com</u> Company: <u>COUGIN 410 INC</u> Rep: <u>DENNIS C. ELBON</u>	<u>P O Box 243</u> <u>SIMPSON WV 26435</u>	PHONE <u>304-759-4397</u> TOLL FREE
Email Address: <u>DC6-couginc@earthlink.net</u> Company: <u>EAGLE EXCAVATION INC</u> Rep: <u>GEORGE FRESHOUR</u>	<u>P.O. BOX 218</u> <u>KENNA, WV. 25248</u>	PHONE <u>(304) 372-4378</u> TOLL FREE
Email Address: <u>ADH@k</u> Company: <u>BARNES EXC. INC.</u> Rep: <u>ROBERT L. BARNES</u>	<u>P.O. BOX 13384</u> <u>SISSONVILLE</u> <u>WV 25360</u>	PHONE <u>304-984-1725</u> TOLL FREE
Email Address: <u>BARNES EXC. A AOL.COM</u> Rep: <u>ROBERT L. BARNES</u>	<u>WV 25360</u>	PHONE <u>304-984-0074</u> TOLL FREE

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ESMER ASSOCIATES, INC.</u> Rep: <u>DOO PHILLIPS</u>	<u>P.O. Box 426</u> <u>Bowme, WV 25901</u>	PHONE <u>(304) 779-2131</u> TOLL FREE
Email Address: <u>dphilip@esmerassociates.com</u>		FAX <u>(304) 779-2859</u>
Company: <u>Carpenter Reclamation</u> Rep: <u>Randy Carpenter</u>	<u>Po Box 13615</u> <u>Sissonville, w v 25360</u>	PHONE <u>364-954-1115</u> TOLL FREE
Email Address: <u>Rcarp@rodcol.com</u>		FAX <u>984 2790</u>
Company: <u>EXSTERS Aerial</u> Rep: <u>Ann Warriner</u>	<u>PO Box 4108</u> <u>Charleston WV 25314</u>	PHONE <u>304-414-0255</u> TOLL FREE
Email Address: <u>easterners@hotmail.com</u>		FAX <u>0254</u>
Company: <u>Fineville Paving & Exc. Inc.</u> Rep: <u>MIKE BRADFORD</u>	<u>Box 1290</u> <u>Fineville W.V. 24874</u>	PHONE <u>304-732-8333</u> TOLL FREE
Email Address:		FAX <u>304 732-7855</u>
Company: <u>GOPHER LAND SERVICES</u> Rep: <u>MIKE ROSE</u>	<u>PO Box 194</u> <u>Beverly WV 25013</u>	PHONE <u>304 860 1909</u> TOLL FREE
Email Address: <u>mrose@soldmailvr.net</u>		FAX <u>304 860 1909</u>

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Date 9/29/11

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>AAA ENERGY INC</u> Rep: <u>Wes Adair</u>	<u>151 STEWART ST WYCH</u> <u>WVA 24801</u>	PHONE <u>304-320-3961</u> TOLL FREE
Email Address: <u>WesAdair@Hollands.com</u>		FAX <u>304-436-5111</u>
Company: <u>CHRIS STANLEY</u> Rep: <u>MARIE STANLEY BURGESS</u>	<u>P.O. Box 309</u> <u>RUNERSBURG WV 24740</u>	PHONE <u>304-487-3912</u> TOLL FREE
Email Address: <u>CSStanley@MSBWWV.com</u>		FAX <u>304-425-2171</u>
Company: <u>Aspen Corporation</u> Rep: <u>Ashley Atkins</u>	<u>2400 Ritter Drive</u> <u>Daniels WV 25832</u>	PHONE <u>304-763-4573</u> TOLL FREE
Email Address: <u>jatlkins@aspen-gold.com</u>		FAX <u>304-763-4591</u>
Company: Rep:		PHONE TOLL FREE
Email Address:		FAX
Company: Rep:		PHONE TOLL FREE
Email Address:		FAX

DEP15578
Northfork (Suiter) Drainage
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: Q). Is there a designated soil borrow area?

- A) The potential soil borrow area lies within the boundary of proposed disturbance. It is anticipated that adequate soil borrow material can be found adjacent to the proposed re-grade area and within the proposed construction limits. Topsoil and suitable soil cover material present in the areas of disturbance should be stripped and stockpiled on site for use as final soil cover. Please refer to Specification 7.0, Unclassified Excavation, concerning construction methods, as well as, for procedures concerning the use of any offsite waste/borrow areas.

Item 3: Q). Can we widen the trail, which is used as our construction access?

- A) Existing site access roads shall be maintained during construction and left in an equal or improved state or repair after construction. Consideration should be given to the size and type of construction equipment utilized. No widening of the existing trail/access road should take place without prior approval from the WVDEP.

Item 4: Bat gates must be installed between May 1 and August 31.