



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
DEP15658

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
12/20/2011				

BID OPENING DATE: 01/08/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM ISSUED FOR THE "LYNCH RUN HW #6-PHASE II" PROJECT TO DISTRIBUTE (1)THE PRE-BID SIGN-IN SHEET, (2) Q&A'S AS A RESULT OF THE PRE-BID MEETING ON:12/07/2011, (3)THE BID BOND INSTRUCTIONS AND FORM, AS WELL AS (4) THE DRUG FREE AFFIDAVIT THAT WAS NOT ATTACHED TO THE ORIGINAL RFQ.		
				BID OPENING DATE WILL CHANGE		
				FROM: 12/22/2011 AT 1:30 PM		
				TO: 01/08/2012 AT 1:30 PM		
				NO OTHER CHANGES.		
				END OF ADDENDUM NO.1		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		

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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.

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### 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).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

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 OFFICE OF AML&R  
 601 57TH STREET SE  
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DATE PRINTED 12/20/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/08/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEP15658 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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Addendum #1 - Questions During Pre-Bid Meeting

For DEP 15658

Lynch Run HW # 6 Phase II

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

This grout specification shall be added to the existing specification and made part of the bidding contract.

7.3.3 Grout to be used in the grouted riprap ditches shall consist of a cubic yard mixture as follows;

Cement - 470 lbs

Fly Ash – 220 lbs

Water – 316 lbs

Air Entrainment 6% +/- 2%

Sand – 2676 lbs

Rheobuild 1000 (as needed to achieve the required slump and strength).

The minimum required compressive strength of the grout shall be 2000 psi @ 28 days. All testing shall be the responsibility of the contractor as part of Section 3 of these specifications. Two sets (4 cylinders) of test cylinders per day shall serve as a minimum.

RECEIVED ANL  
2011 DEC 13 PM 2:29  
MATERIALS

Q1. Will this project start this winter?

A1. No this project will not start before April 1, 2012.

Q2. Does the building have to come down that is covering one of the portals?

A2. Yes. The building must come down and the material will remain the property of the landowner.

Q3. Is there a gas line by the seals above the garden?

A3. No. It is in the flat area and shown on the site map of the plans. The channel coming from these two bat gates will cross the gas line at one spot.

The Contractor shall have 60 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages 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.

Page 1 of 7  
 Date: DEC 7 2011

**SIGN IN SHEET**

PLEASE PRINT

REQUEST FOR QUOTATION NO. 15658  
Lynch Run Highway #6 Ph II

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

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>GREEN MOUNTAIN</u>	<u>511 50<sup>th</sup> ST</u>	<u>304 925 0253</u>	
Rep: <u>David H. Bowman</u>	<u>Chas WV</u>		
Email Address: <u>DHB722@yahoo.com</u>	<u>25304</u>		<u>925-9230</u>
Company: <u>ACUPON LLC</u>	<u>24 HUBBARD LANE</u>	<u>304 731 0140</u>	
Rep: <u>DAVID TRALE</u>	<u>BEAVER WV 25813</u>		
Email Address: <u>DIBLECACU-WV.COM</u>			<u>304 255 4232</u>
Company: <u>Carpenter Reclamation</u>	<u>PO Bx 13015</u>	<u>304-984-1115</u>	
Rep: <u>Randy Carpenter</u>	<u>Sissonville WV 25380</u>		
Email Address: <u>Rcarpen103@aol.com</u>			<u>984-2770</u>
Company: <u>Breakaway Inc.</u>	<u>Sutton WV 26621</u>	<u>304-765-5137</u>	
Rep: <u>Kelly Dennison</u>			
Email Address: <u><del>Sutton WV</del> doug Breakaway WV.COM</u>			<u>304-765-5389</u>
Company: <u>BARNES EXC. INC.</u>	<u>P.O. Box 13384</u>	<u>304-984-1725</u>	
Rep: <u>Robert L. Barnes</u>	<u>Sissonville WV 25360</u>		
Email Address: <u>BARNES EXC @ AOL.COM</u>			<u>304-984-0074</u>

Date: DEC 7, 2011

**SIGN IN SHEET**

PLEASE PRINT

REQUEST FOR QUOTATION NO. 15658  
Lynch Run Highway to 4 Ph II

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>EAGLE EXCAVATION INC.</u>	<u>P.O. Box 218</u>	PHONE <u>(304) 372-4378</u>
Rep: <u>GEORGE FRESHOUR</u>	<u>KENNA WV</u>	TOLL FREE <u>Area</u>
Email Address: <u>Area</u>	<u>25248</u>	FAX <u>304 372-4378</u>
Company: <u>J F ALLEN CO</u>	<u>P O Box 2049</u>	PHONE <u>304 872 8890</u>
Rep: <u>JAMES ALLEN</u>	<u>Duck Mountain WV</u>	TOLL FREE
Email Address: <u>JAMES.ALLEN@JFALLENCO.COM</u>	<u>26201</u>	FAX <u>304 872 8897</u>
Company: <u>COWGIRL WP INC</u>	<u>PO Box 343</u>	PHONE <u>304-739-4097</u>
Rep: <u>DENNIS C ELOAN</u>	<u>SIMPSON, WV 26435</u>	TOLL FREE
Email Address: <u>DCE-COWGIRLWP@EARTHINK.NET</u>		FAX <u>304-739-4401</u>
Company: <u>ROME SPENCER INC</u>	<u>HC 74, Box 201</u>	PHONE <u>304-364-8676</u>
Rep: <u>IR SPENCER</u>	<u>Duck, WV</u>	TOLL FREE
Email Address: <u>RAS2@HUGHES.NET</u>	<u>25063</u>	FAX <u>304-364-8376</u>
Company: <u>DCI SHARES INC</u>	<u>Box 1219</u>	PHONE <u>304-673-5954</u>
Rep: <u>Robert Cowlesburg</u>	<u>Blue Bell, WV 24901</u>	TOLL FREE
Email Address: <u>Bob.Cowlesburg@dcishares.com</u>		FAX <u>304-673-3037</u>

REQUEST FOR QUOTATION NO. 15658  
Lyndee Run Highway 106 Ph II

Date: DEC 7 2011

**SIGN IN SHEET**

PLEASE PRINT

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>EASTERN ARROW</u>	<u>PO BOX 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>ANN WATSON</u>	<u>CHARLESTON, WV 25364</u>	TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>		FAX <u>0256</u>
Company: <u>Collins Building &amp; Contracting Inc</u>	<u>3406 Corley-Cress Rd</u>	PHONE <u>304-765-3521</u>
Rep: <u>Beet Collins</u>	<u>Flatwoods WV 26621</u>	TOLL FREE
Email Address: _____		FAX _____
Company: <u>Aspen Corporation</u>	<u>2400 Ritter Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Atkins</u>	<u>Daniels WV 25832</u>	TOLL FREE
Email Address: <u>jadkins@aspengeth.com</u>		FAX <u>304-763-4591</u>
Company: <u>Meadows Stone &amp; Paving</u>	<u>Po Box 10</u>	PHONE <u>304 364 5151</u>
Rep: <u>Kenton Meadows III</u>	<u>Gassaway WV 26624</u>	TOLL FREE
Email Address: <u>KMeadows@MSPT.US</u>		FAX <u>304 364 5153</u>
Company: <u>LAL Contracting LLC</u>	<u>P.O. Box 151</u>	PHONE <u>304-290-3303</u>
Rep: <u>Daniel Loftis</u>	<u>Sandfork WV 26430</u>	TOLL FREE
Email Address: <u>loftis.daniel@yahoo.com</u>		FAX <u>304-290-5592</u>

REQUEST FOR QUOTATION NO. 15658  
Lynch Run Highway to 6 Ph II

Date: DEC 7, 2011

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: WISEMAN EXCAVATING INC Rep: JOE WISEMAN Email Address: jwise@aol.com	PT 1 BOX 190 LIBERTY, WV 25124	PHONE 304-586-3736 TOLL FREE FAX 304-586-3789
Company: Muddley Trudy Company Rep: Junior Boiles Email Address: DP5@winfire.com	10 Scenic Highway Summersville, WV 26651	PHONE 304-872-5588 TOLL FREE FAX
Company: ANNE'S BACKHOE SERVICE LLC Rep: FRANK ANNES Email Address: frankannes@frontier.com	1184 TANNER HILL RD TANNER WV 26137	PHONE 3044624393 TOLL FREE FAX 3044624393
Company: Rep: Email Address:		PHONE TOLL FREE FAX
Company: Rep: Email Address:		PHONE TOLL FREE FAX



BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

- (a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Principal Corporate Seal (R)
(U) Surety Corporate Seal
(Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby waive  
notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed; a power of attorney must be attached.**



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)

2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**