



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
DEP15719

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
03/05/2012				

BID OPENING DATE: 03/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATIO		
				1. Q&A'S FROM PRE-BID MEETING, HELD: 02/22/2012		
				2. DISTRIBUTE PRE-BID SIGN-IN SHEET		
				3. MOVE BID OPENING DATE FROM: 03/08/2012 AT 1:30PM		
				TO: 03/21/2012 AT 1:30PM		
				NO OTHER CHANGES		
				END OF ADDENDUM NO.1		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15719 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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 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).

DEP15719
Nellis (Smith) 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) How is the asphalt repair item paid?

A) The asphalt repair is paid under Item 4.2, per linear foot.

Item 3: Q) What if we have already installed pipe and then encounter utilities that require removal/replacement of that pipe?

A) Prospective bidders are required to examine the locations of the proposed work and to determine, each in their own way, the site and subsurface conditions and difficulties which may be encountered in the prosecution of the same. The submission of a bid shall be prima facie evidence that such examination and determinations have been made by the Bidder. No claims for additional compensation will be considered by the Owner based on obstruction or conditions at the location of the work, which may add to the difficulties or costs of construction, even though such obstructions or conditions are not shown on the contract plans or indicated in the other construction documents. Field adjustments to the project plans will be at the discretion of the Engineer. The contractor shall be solely responsible to correctly locate all existing active underground and overhead utilities at the project sites and take precautions to avoid damage to them. Any existing utility lines damaged by the Contractor shall be replaced by the Contractor or repaired at no cost to the Owner. The Contractor shall notify the utility companies likely to be affected well in advance and before beginning any work within the project sites. In the event of damage to the existing utilities or other facilities, the Contractor shall notify the affected utility Owner(s) and the WVDEP immediately and make, or have made, all necessary repairs and bear the expense thereof and resulting damage caused thereby. It shall be the responsibility of the Contractor to arrange for relocating the utility lines, where required and as directed by the WVDEP, in accordance with the guidelines set forth by the utility company, prior to beginning construction. The Contractor will be reimbursed for actual charges invoiced by the Utility Company, except for utilities that are subject to regulation by the Public Service Commission, in which case, payment will be made directly to the affected utility by the WVDEP. The utility companies (and WVMIS) must be contacted by the Contractor at least one week prior to commencement of construction activities for the purpose of field locating and marking utility owned facilities within the project area. The phone number of the WVMIS Utility location service is 1-800-245-4848.

Item 4: The holes/voids located along the existing piping system are not to be filled. Any damage to the existing piping system will be repaired by the contractor at the contractor's expense. Contractor is responsible for working around these areas and maintaining vehicular access for residents during construction.

Request for Proposal No. DEP15719

Date 02-22-12

Nellis (Smith) Drainage

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>All-Con LLC</u>	<u>124 Phil Patt Ln</u>	PHONE <u>304 731-0190</u>
Rep: <u>David Icicle</u>	<u>Beaver WV 25815</u>	TOLL FREE
Email Address: <u>DIRLE@ACT-WV.COM</u>	<u>Box 1299</u>	FAX <u>304 255-4232</u>
Company: <u>DCI Shires Inc</u>	<u>Blue Label way 24901</u>	PHONE <u>304-693-5758</u>
Rep: <u>Bob Connerberg</u>		TOLL FREE
Email Address: <u>Bob Connerberg@DCI Shires.com</u>		FAX <u>304-329-9039</u>
Company: <u>EAGLE EXCAVATION INC.</u>		PHONE <u>304 372 4378</u>
Rep: <u>GEORGE FRESHOUR</u>		TOLL FREE
Email Address: <u>KIDANE</u>		FAX <u>304 372 4378</u>
Company: <u>Barnes Exc Inc.</u>	<u>P.O. Box 13384</u>	PHONE <u>304-984-1725</u>
Rep: <u>Robert Barnes</u>	<u>Sissonville WV 25360</u>	TOLL FREE
Email Address: <u>BarnesEXCA@aol.com</u>		FAX <u>304-984-0074</u>
Company: <u>McCourt & Son Const.</u>	<u>2790 Centralia Rd</u>	PHONE <u>304 765-5288</u>
Rep: <u>Gary Long</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>glong@wiredive.com</u>		FAX <u>304 765-5293</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Cowgirl Up Inc.</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>Brian Moore</u>	<u>Simpson, WV 26435</u>	TOLL FREE <u>—</u>
Email Address: <u>DCE_cowgirlup@earthlink.net</u>		FAX <u>-739-4401</u>
Company: <u>Wiseman Excavating Inc</u>	<u>Rt. 1 Box 190</u>	PHONE <u>304-586-3736</u>
Rep: <u>Joe Wiseman</u>	<u>Liberty, WV 25724</u>	TOLL FREE <u>—</u>
Email Address: <u>jwpoca12@aol.com</u>		FAX <u>304-586-3789</u>
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 56th ST</u>	PHONE <u>304 9250253</u>
Rep: <u>David H. Bowman</u>	<u>Chas WV 25304</u>	TOLL FREE <u>—</u>
Email Address: <u>DHB722@yahoo.com</u>		FAX <u>925-9230</u>
Company: <u>Saren Concrete</u>	<u>P.O. Box 803</u>	PHONE <u>304-272-5905</u>
Rep: <u>Steve Carey</u>	<u>Wayne WV 25570</u>	TOLL FREE <u>—</u>
Email Address: <u>—</u>		FAX <u>304-272-9017</u>
Company: <u>Carpenter Reclamation</u>		PHONE <u>304-984-1115</u>
Rep: <u>Randy Carpenter</u>		TOLL FREE <u>—</u>
Email Address: <u>Rcarpen10@aol.com</u>		FAX <u>984-2770</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Aspen Corporation</u>	<u>2400 Ritter Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Adkins</u>	<u>Daniels WV 25832</u>	TOLL FREE
Email Address: <u>jadkins@aspen-golf.com</u>		FAX <u>304-763-4541</u>
Company: <u>Pineville Paving & Excavating Inc.</u>	<u>P.O. Box 1290</u>	PHONE <u>304-732-8303</u>
Rep: <u>Tony Bradford</u>	<u>Pineville WV 24874</u>	TOLL FREE
Email Address: <u>Tonybrad@aol.com</u>		FAX <u>304-732-7855</u>
Company: <u>Breakaway Inc.</u>	<u>1075 Old Turnpike Rd</u>	PHONE <u>765-5317</u>
Rep: <u>Doug Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>doug@breakawaywv.com</u>		FAX <u>765-5309</u>
Company: <u>Mountain Haus Properties Inc.</u>	<u>1805 Smith Rd</u>	PHONE <u>304-545-0408</u>
Rep: <u>Mike Jarrett</u>	<u>Charleston WV 25314</u>	TOLL FREE
Email Address: <u>mike.jarrett1805@yahoo.com</u>		FAX
Company: <u>ESMER & ASSOCIATES, INC.</u>	<u>P.O. Box 426</u>	PHONE <u>304-779-2131</u>
Rep: <u>DON PHILLIPS</u>	<u>BOWERS, WV 25031</u>	TOLL FREE
Email Address: <u>dphillips@esmerassociates.com</u>		FAX <u>304-779-2859</u>

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Nellis (Smith) Drainage

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FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company:	<u>Thaxton Const Co Inc</u>	PHONE:	<u>304 984 2299</u>
Rep:	<u>Dale Thaxton</u>	TOLL FREE:	<u>304 984 2384</u>
Email Address:	<u>PO Box 13229 Charleston WV 25312</u>	FAX:	
Company:	<u>Walters Excavating</u>	PHONE (Ext):	<u>(304) 617-4610</u>
Rep:	<u>David Walters</u>	TOLL FREE:	
Email Address:	<u>walterc15@marshall.edu</u>	FAX:	<u>(304) 743-3665</u>
Company:		PHONE:	
Rep:		TOLL FREE:	
Email Address:		FAX:	
Company:		PHONE:	
Rep:		TOLL FREE:	
Email Address:		FAX:	
Company:		PHONE:	
Rep:		TOLL FREE:	
Email Address:		FAX:	