



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
 DEP14673

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
05/26/2009				

BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE ABRAMS CREEK AMD TREAT PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 05/19/09 MANDATORY PRE-BID MEETING. PLEASE SEE THE ATTACHED BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/18/09 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14673

Bid Date: 6/18/09

Project: ABRAMS CREEK ROAD TRSR

Pre-Bid Date: 5/19/09

Name : Rick Feaster
 Company: IUDL Lxdl 132
 Address: 20 S. Main ST.
Petersburg, W.V.

Phone #: 304-257-0723
 Fax #: 304-257-5688
 Email : _____

Name : Scott Collette
 Company: All Construction
 Address: P.O. Box 92
MT STORM, WV 26739

Phone #: 304-693-7131
 Fax #: 304-693-7199
 Email : Kitzmiller Jason @ MSN.COM.

Name : JAMES BUCKLELD
 Company: B R TRANSIT INC
 Address: P.O. Box 720 BEAVER WVA
25813

Phone #: 304 255 2505
 Fax #: 304 253 4533
 Email : CEL 304 222 4903

Name : Robbie Church
 Company: IUDL # 132
 Address: 2306 South Fayette St
Beckley, WV

Phone #: 304-533-4895
 Fax #: 304-253-6899
 Email : _____

Name : JAMES ALLEN
 Company: J F Allen CO
 Address: P O Box 2049
Buckhannon WV
26204

Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email : _____

Name : Doug Vincent
 Company: Breakaway Inc
 Address: 1075 Old Turnpike Rd
Sutton WV 26601

Phone #: 765-5317
 Fax #: 765-5309
 Email : _____

Name : STEVE SZABO
 Company: PRO CONTRACTING INC
 Address: P.O. Box 2442
CLARKSBURG, WV 26302

Phone #: 304 622-2400
 Fax #: 304 622-2410
 Email : PROCON.SS@MARR.COM

Name : Mike Jenkins
 Company: AQUAFIX SYSTEMS INC
 Address: 301 MAPLE LAKE
Kingwood WV 26537

Phone #: 304-329-1056
 Fax #: 304-329-1217
 Email : mjj@aquafix.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14673 Bid Date: 6/18/09
 Project: Abrams Creek AMD Treat Pre-Bid Date: 5/19/09

Name : <u>RALPH MILLER</u>	Name : <u>Spencer Wooddell</u>
Company: <u>ROTRCO CORP</u>	Company: <u>Cowgirl Up Inc</u>
Address: <u>154 CLARKSBURG RD</u> <u>BUCKHANNON WV 26201</u>	Address: <u>PO Box 243</u> <u>Simpson WVa</u>
Phone #: <u>304-472-4790</u>	Phone#: <u>304 739 4397</u>
Fax # : <u>304-472-3949</u>	Fax # : <u>304 739 4461</u>
Email : <u>newralphm@msn.com</u>	Email : <u>sew-cowgirlup@earthlink.net</u>
Name : <u>Roger Woody</u>	Name : <u>DONALD STAMM</u>
Company: <u>ROTRCO Corp</u>	Company: <u>LIME DOSER CONSULTING</u>
Address: <u>154 CLARKSBURG RD</u> <u>BUCKHANNON WV.</u>	Address: <u>190 E. MAIN ST</u> <u>SALEM, WV 26426</u>
Phone #: <u>304-472-4790</u>	Phone#: <u>304-669-8616</u>
Fax # : <u>472-3949</u>	Fax # : <u>304-782-1037</u>
Email : _____	Email : <u>STAMM3@Verizon.com</u>
Name : <u>Robert Baines</u>	Name : <u>BRIAN SCHROYER</u>
Company: <u>BAINES EXC. INC.</u>	Company: <u>BYCO ENT.</u> <u>11746 BITTINGER RD</u>
Address: <u>P.O. Box 13384</u> <u>Sissonville</u> <u>WV 25360</u>	Address: <u>GRANTSVILLE MD 21536</u>
Phone #: <u>304-984-1725</u>	Phone#: <u>301 245 4322</u>
Fax # : <u>304-984-0074</u>	Fax # : <u>301 245 4364</u>
Email : <u>none</u>	Email : <u>bwsbyco@aol.com</u>
Name : <u>DAVID H. Bowman</u>	Name : <u>Okey Sloate</u>
Company: <u>GREEN MOUNTAIN CO</u>	Company: <u>Mountaineer Grading</u>
Address: <u>511 50th STREET</u> <u>Chas WV</u> <u>25304</u>	Address: <u>296 South Pinch Rd</u> <u>Elk View WV 25091</u>
Phone #: <u>304 925 0253</u>	Phone#: <u>304 548 6400</u>
Fax # : <u>304 925 9230</u>	Fax # : <u>304 548 6900</u>
Email : <u>Jody May CADL.COM</u>	Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14673

Bid Date: 6/18/09

Project: ROBBINS CREEK AND TREAT

Pre-Bid Date: 5/19/09

Name : John K. Kidmire
 Company: MT Haus Properties
 Address: 305 3rd St
Charleston W Va

Name : _____
 Company: _____
 Address: _____

Phone #: 304-925-4834
 Fax #: 304-925-4032
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : D.T.F. (Dinger Transport)
 Company: Paul Lettrick
 Address: PO Box 909
Belington W.V. 26030

Name : _____
 Company: _____
 Address: _____

Phone #: 304-823-1267
 Fax #: 304-823-3357
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : Allen Lane
 Company: C. Allen Lane Constr.
 Address: 2393 Giles Mill Rd.
Bunker Hill, WV 25413

Name : _____
 Company: _____
 Address: _____

Phone #: 304-229-8958
 Fax #: 304-229-8958
 Email : lane19@verizon.net

Phone# : _____
 Fax # : _____
 Email : _____

Name : BRADY Gutta
 Company: WVRI-NMREC
 Address: 150 Evansdale Dr.
Morgantown WV 26508

Name : _____
 Company: _____
 Address: _____

Phone #: 304-293-2867 x5445
 Fax #: 304-293-7822
 Email : jbgutta@mail.wvu.edu

Phone# : _____
 Fax # : _____
 Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14673
Abrams Creek AMD Treats Project**

The term "Aquafix" as it appears on the Plan Drawings shall be understood to mean "Aquafix or approved equal".

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

- 1.) **Q.** Is the Contractor required to fill the silos with reagent as part of this contract?
A. Yes. As indicated in Section 12.1 of the specifications, the dosers shall be operated successfully for a one-week period before acceptance by the WVDEP. There shall be no separate measurement of this item as it shall be considered incidental to the unit cost bid for the silo for each respective site.
- 2.) **Q.** Can the lime doser foundation be modified from what is indicated in the Drawing Details?
A. Yes. Modification can be made to the foundations as necessary to accommodate the installation of the lime dosing units.
- 3.) **Q.** Does the lime dosing system have to be the same type for all three sites?
A. No. Different types of systems may be used on different sites.
- 4.) **Q.** What is the required cover over the water intake lines?
A. The required cover where the lines are buried is to be 2.5' as indicated in Specification 12.3.2.
- 5.) **Q.** Are enclosures to be provided for the lime dosing units under this contract?
A. Yes. There shall be steel security enclosures provided as described in Section 12.1 of the Specifications. The Method of Measurement is indicated in Section 12.4 of the Specifications.
- 6.) **Q.** Will alternatives to CaO be considered as reagent for the lime dispensing units?
A. Yes. Other neutralizing reagents will be acceptable if it can be demonstrated that they are more effective for the lime dispensing operations.

The Contractor shall 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.