



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
DEP14799

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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 |
|--------------|---------------|----------|--------|---------------|
| 12/28/2009 | | | | |

BID OPENING DATE: **01/07/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| ***** ADDENDUM NO. 1 ***** | | | | | | |
| ADDENDUM ISSUED FOR THE DUCK CREEK LANDSLIDE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 12/09/09. | | | | | | |
| BID OPENING DATE & TIME REMAIN UNCHANGED AS 01/07/2010 AT 1:30 PM. | | | | | | |
| ***** NO OTHER CHANGES ***** | | | | | | |
| 0001 | 1 | JB | | 962-73 | | |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES | | | | | | |
| ***** THIS IS THE END OF RFQ DEP14799 ***** 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).

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14799

Bid Date: 1/7/10

Project: DUCK CREEK (JENKINS) L.S.

Pre-Bid Date: 12/8/09

Name : Roger L. Collins Jr.
 Company: Collins Building & Contracting Inc.
 Address: 3406 Corley-Corson Rd
Flatwoods, WV
26621
 Phone #: 304-745-3521
 Fax #: 304-765-3521
 Email : Collins Building & Contracting.net

Name : LES BOLEN
 Company: ASPEN CORP
 Address: 2400 RITTER DR
Daniels WV 25832
 Phone# : 304-763-4573
 Fax # : 304-763-4591
 Email : lboLEN@aspEN-gOLF.com

Name : Gary Long
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone #: 304 765-5288
 Fax # : 304 765-5293
 Email :

Name : Gary Stanley
 Company: Stanley Ind. Inc.
 Address: 7 Maple Lake
Bridgeport WV
26330
 Phone# : 304-842-8560
 Fax # : 304-842-8409
 Email : gstanley@ma.r.l.com

Name : Terry Walker
 Company: ELK Run Coal Company Inc
 Address: 300 Morgan Massey Dr
Julian, WV 25529
 Phone #: 304 369-8617
 Fax # : " " 8664
 Email : todde.cooper@marsey
energy co. com

Name : Don Vincent
 Company: Breakaway Inc
 Address: 1075 Old Turnpike Rd.
SUTTON WV 26601
 Phone# : 304-765-5317
 Fax # : 304-765-5389
 Email : breakaway-inc@verizon.net

Name : Chad Bilotta
 Company: Anderson Excavating LLC
 Address: 343 Williams Rd
Morgantown WV 26501
 Phone #: 304-983-2296
 Fax # : 304-983-4755
 Email : cbilotta@AndersonExcavatingLLC.com

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO Box 2089
Buckhannon WV
26201
 Phone# : 304 472 8890
 Fax # : 304 472 8897
 Email : JAMES.ALLEN@JFALLENCO.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14799
Project: Duck Creek (Jenkins) L.S.

Bid Date: 1/7/10
Pre-Bid Date: 12/8/09

Name : RON HAYMOND
Company: BLAK CONTRACTING
Address: 112 STATE ST
BRIDGEPORT WV
26330
Phone #: 304-842-3002
Fax #: 304-842-9433
Email : _____

Name : SCOTT LAURITA
Company: SCJL Co-LEASING Corp.
Address: 8 Hunter Zane Rd
FAIRMONT WV 26554
Phone#: 304-290-4608
Fax #: 304-296-8252
Email : _____

Name : BARRIE F. FOSTER
Company: EAGLE CONTRACTORS
Address: 1721 WINFIELD ROAD
WINFIELD WV 25223
Phone #: 304-552-7781
Fax #: 304-755-3150
Email : _____

Name : DENNIS C. ELBON
Company: COYGIRL UP INC
Address: PO BOX 243
S. LIMPSON WV 26435
Phone#: 304-739-4397
Fax #: 304-739-4401
Email : _____

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th Street
Chas WV
25304
Phone #: 304 925 0253
Fax #: 925 9230
Email : Jody Maye AOL.com

Name : Charlene Pretzel
Company: JL Pretzel Contracting
Address: 274 Horseshoe Dr.
Bruceston Mills WV 26523
Phone#: 304-379-7789
Fax #: 379-7788
Email : cpretzel@aol.com

Name : Kevin D Brockford
Company: Pineville Paving & Excavating Inc.
Address: P.O. Box 1290
Pineville WV 24874
Phone #: 304-732-8303
Fax #: 304-732-7855
Email : KDBPPI@AOL.COM

Name : Robert Barnes
Company: BARNES EXC. INC.
Address: P.O. Box 13384
Sissonville
WV 25360
Phone#: 304-984-1925
Fax #: 304-984-0074
Email : BARNES EX. @AOL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14799
Project: Duck Creek (Jenkins) LS

Bid Date: 1/7/10
Pre-Bid Date: 12/8/09

Name : Ann WARDWELL
Company: EASTERN ARROW
Address: PO Box 4108
CHARLESTON WV
25364
Phone #: 304-414-0255
Fax #: 0256
Email : easternarrow@hotmail.com

Name : MATT EVANS
Company: PRE CONTRACTING
Address: PO Box 2442
CLARKSBURG, WV
26301
Phone#: 304 622-2400
Fax #: 622-2416
Email : MEVANS4@mailecity.com

Name : Basil CARPENTER
Company: Basil CARPENTER Ex Fw
Address: 637 A Cell RT
ches wr 25312
Phone #: (304) 546-1661
Fax #: 984-3528
Email : Basil Carpenter @Aol.com

Name : ALLEN Mardock
Company: BomanT Construction Suply
Address: PO Box 10
ProciouS WV. 25164
Phone#: 304 548-7004
Fax #: 304 548-7133
Email : _____

Name : MIKE GRAY
Company: GRALAW Comp
Address: 10301 SA # 149
W. Fort Adv. W.V. 12827
Phone #: 518-792-3826
Fax #: 518-745 8117
Email : Gralaw Comp @YAHOO.com

Name : _____
Company: _____
Address: _____
Phone#: _____
Fax #: _____
Email : _____

Name : Chris Wolfe
Company: Cove Run Contracting LLC
Address: P.O. Box 104
Meatsville W.V. 26405
Phone #: (304) 669-1722
Fax #: (304) 457-1662
Email : cm wolfe 73@ yahoo.com

Name : _____
Company: _____
Address: _____
Phone#: _____
Fax #: _____
Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14799
Duck Creek (Jenkins) Landslide Project**

The Contractor's work hours for this project will be 7:00 a.m. to 7:00 p.m. Monday through Saturday. Work on Sunday and major holidays shall not be allowed on this project.

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 payment for the drop inlet incidental to the bid item for the pipe installation?
A. Yes.
- 2.) **Q.** What size is the gas line that is located within the project area?
A. It is a feeder line.
- 3.) **Q.** Who is the owner?
A. Dominion Gas.
- 4.) **Q.** Has the existing haul road to the excess material disposal site been stoned?
A. Yes.
- 5.) **Q.** Is the stone that is provided for on the Bid Schedule to be placed on the access road and not the haul road?
A. Yes.
- 6.) **Q.** Will the route of the haul road change?
A. No.
- 7.) **Q.** Will the sediment ditch adjacent to the disposal area require cleaning?
A. No, it is not to be disturbed.
- 8.) **Q.** Has right of way for using the haul road already been obtained?
A. Yes.
- 9.) **Q.** What is the requirement regarding the water well?
A. Don't adversely impact the water quality.
- 10.) **Q.** How much cut is there at the toe?
A. As shown on the cross sections.
- 11.) **Q.** The plans indicate that the piezometers are to be closed, but they are mostly located in cut sections. How is this to be accomplished?
A. Pull the piezometer casing prior to performing the excavation for regrading the slide area.

12.) **Q.** Will the contractor be allowed to mobilize from the excess material disposal site, using it as a staging area?

A. Mobilization and staging for the project has always been anticipated to occur at the bottom of the hill to the west of the Jenkins residence. As such, the construction limits were not established to allow for staging from any other location. If bidders desire to mobilize and stage construction from the top of the hill they will have to independently negotiate that location with the mine permittee and/or land owner. Furthermore, any revisions to the permit that this would entail as a result would have to be approved by the Division of Mining and Reclamation. Please note that the surface mine located at the top of the hill to the north of the project is a permitted and bonded area with the WVDEP. As such, any contractor activities in the permitted area are subject to MSHA and OSM regulations and requirements.

The Contractor shall have 120 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 120 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.