



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
 DEP14832

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
12/29/2009				

BID OPENING DATE: 01/14/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE RACHEL REFUSE & STRUCTURES PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE ASBESTOS INVESTIGATION REPORT RESULTING FROM THE MANDATORY PRE-BID MEETING OF 12/15/2009.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 01/14/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14832 ***** 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 # : 14832
Project: RACHEL

Bid Date: 1/14/10
Pre-Bid Date: 12/15/09

Name : LES BOLEN
Company: ASPEN CORP
Address: 2400 RITTER DR
DANIELS WV 25832
Phone #: 304-763-4593
Fax #: 304-763-4591
Email : lbolewa@aspengolf.com

Name : Mike GRAY
Company: GRALAW Corp
Address: 10301 SR #149
FOOT AVE, W.V. 12827
Phone#: 518-792-3826
Fax #: 518-745-8117
Email : GRALAW Corp. J. Yaboo. 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 : Charlene Pretzel
Company: JL Pretzel Contracting
Address: 274 Horseshoe Drive
Brueton Mills WV 26625
Phone#: 304 379-7789
Fax #: 379-7788
Email : cpretzel@aol.com

Name : Robert Barnes
Company: BARNES EXC. INC
Address: P.O. Box 13384
SISSONVILLE
WV 25360
Phone #: 304-984-1725
Fax #: 304-984-0074
Email : BarnesExc@aol.com

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

Name : GEORGE FRESHOUR
Company: EASLE EXCAVATION INC.
Address: P.O. BOX 218
KENNA, WV
25248
Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email : NAWK

Name : Scott Lavetta
Company: SCJL Co-Leasing Corp
Address: 8 Hunter Lane Rd
FAIRMONT WV 26534
Phone#: 304-290-4808
Fax #: 304-290-8252
Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14832
Project: RACHEL

Bid Date: 1/14/10
Pre-Bid Date: 12/15/09

Name : DAVID H. BOWMAN
Company: Green Mountain Co
Address: 511 50th STREET
Chas WV
25304
Phone #: 304-925-0253
Fax #: 304-925-9230
Email : Jody.May@AOL.COM

Name : DENNIS C. ELBOW
Company: COWGIRL WP INC
Address: PO Box 243
SIMPSON WV 26435
Phone#: 304-739-4397
Fax #: 304-739-4401
Email : DCE-COWGIRLWP@EARTHWINK.NET

Name : Todd Cooper
Company: EIK Run Coal Company Inc.
Address: 300 Morgan Massey Dr.
JOLIEN, WV
Phone #: 304-369-8617
Fax #: 304-369-8664
Email : Todd.Cooper@masseyenergyco.com

Name : Scott Braschert
Company: J.F. ALLEN Co
Address: Po Box 2049
Buckhannon WV
Phone#: 304-472-8890
Fax #: 304-472-8897
Email : EPhares@JFALLENCO.COM

Name : ALLEN Murdock
Company: BOMONT Construction
Address: PO BOX 10 Precious
WV 25164
Phone #: 304 548-7004
Fax #: 304 548-7133
Email :

Name : David Stanley
Company: Stanley Industries
Address: N7. High Lake
Bridgport WV
26330
Phone#: 304 842 8560
Fax #: 304 842 8609
Email :

Name : Richard Stone
Company: STONE PAVING INC
Address: P.O. Box 53
Reedsville, WV 26547
Phone #: 304-864-5955
Fax #: 304-864-4052
Email : R.stone.paving@frontiernet.net

Name : Chad Bilotta
Company: Anderson Excavating LLC
Address: 343 Williams Rd
Morgan town WV 26501
Phone#: 304-983-2290
Fax #: 304-983-4765
Email : cbilotta@AndersonExcavatingLLC.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14832
Project: RACHEL

Bid Date: 1/14/10
Pre-Bid Date: 12/15/09

Name : Lonnie Walton
Company: BEAR CONTRACTING
Address: P.O. Box 1196
BRIDGE PORT WV
26330
Phone #: 304 842 3002
Fax #: 304-842-9433
Email : MURSO@BEARCONTRACTING.COM

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

Name : Jason Ganjee
Company: POTESTA & ASSOC.
Address: 2012 MacCorkle Ave
Charleston WV 25304
Phone #: 304-342-1400
Fax # : _____
Email : jsgandee@potesta.com

Name : Barrie F. Foster
Company: EAGLE CONTRACTORS
Address: 1721 WINDFIELD RUN
WINDFIELD WV 25213
Phone# : 304-552-7781
Fax # : 304-765-3150
Email : _____

Name : Matt Evans
Company: PRO CONTRACTING, INC
Address: P.O. Box 2442
Marksburg, WV 26301
Phone #: 304 622-2400
Fax # : 304 622-2410
Email : MEVANS4@MAILBILITY.COM

Name : Kevin Bradford
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 : Chris Wolfe
Company: Cove Run Contracting LLC
Address: P.O. Box 104
Moatsville, WV 26405
Phone #: (304) 669-1722
Fax # : (304) 457-1662
Email : cmwofe73@yahoo.com

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

Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14832
Rachel Refuse & Structures

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 asbestos investigation report is attached for the Contractor's use.

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.** Are there any soil borrow sites identified on the Plans?
A. No. There are no on-site borrow areas shown for any of the sites. The Contractor is responsible for locating his own soil borrow areas and obtaining the necessary agreements. However, the Contractor may utilize soil material from ditch excavation or regrading operations for the particular property owner that is involved for cover material.

- 2.) **Q.** Is it anticipated that soil material will have to be imported from areas outside the construction limits?
A. Yes.

- 3.) **Q.** Does the quantity shown on the bid schedule for "Revegetation" include the area for off-site borrow areas?
A. No.

- 4.) **Q.** Does the proposed ditch construction on site 1 tie into an existing drainage ditch?
A. Yes.

- 5.) **Q.** Does the end-loader on site 2 need to be moved off-site?
A. No, just out of the way of the reclamation work.

- 6.) **Q.** Has the material identified as containing asbestos associated with structured demolition been tested for asbestos.
A. Yes, and it has to be removed in accordance with the Specifications.

- 7.) **Q.** How is this work paid?
A. Under pay item 13.

- 8.) **Q.** What is the material that contains asbestos?
A. Roofing material.

- 9.) **Q.** How much care must the Contractor take to preserve the bricks during demolition?
A. The bricks will ultimately be crushed anyway, so the only requirement is to separate the steel from the bricks.

- 10.) **Q.** Is any of the black top to be removed?
A. No, blacktop and concrete slabs on-site are to remain.
- 11.) **Q.** What size excavator did the property owner indicate had run over the concrete slab that is located on site 3?
A. A 110 Cat.
- 12.) **Q.** What do the Plans indicate is to be done with the pipe shown on site 3?
A. Nothing.
- 13.) **Q.** How is the concrete wall that forms the foundation in the back of the brick building to be handled?
A. The concrete wall that is supporting the hillside should be left in place. Just remove the bricks from on top of the wall in the structure's demolition.

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.

CERTIFICATE OF ANALYSIS

Client: Potesta & Associates Inc.
2300 MacCorkle Avenue S.E.
Charleston WV 25304

Report Date: 1/16/2009
Project: PLM; 1-12-09
Project No.: 08-0192-020

BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 3501261 **Description / Location:** Off-White Transite
Client No.: Roof-1

<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
30	Chrysotile	None Detected	None Detected	70

NIST-NVLAP No. 101165-0

NY-DOH No. 11021

AIHA Lab No. 100188

*This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA or any agency of the U.S. government
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Analysis Method: EPA 600/R-93/116

Comments: (PC) indicates Stratified Point Count Method performed. Method not performed unless stated. Quantification at <0.25% by volume is possible with this method. (PC-Trace) represents this limit of quantitation. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed. Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, negative PLM results cannot be guaranteed. Electron Microscopy can be used as a confirming technique. Regulatory Limit is based upon the sample matrix.

Analysis Performed By: R. Caran

Approved By: _____

Frank E. Ehrenfeld, III

