



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
DEP14850

PAGE
1

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

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
12/28/2009				

BID OPENING DATE: **01/12/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE HAYWOOD CLOGGED STREAM PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS & THE Q/A AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 12/09/09.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 01/12/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14850 ***** 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 # : DEP14850 **Bid Date:** January 12, 2010
Project: Haywood (Powers) **Pre-Bid Date:** December 9, 2009

Name : Gary Stanley
Company: Stanley Ind. Inc.
Address: 7 Maple Lake
Bridgeport WV
26330
Phone #: 304-842-8566
Fax # : 304-842-8609
Email : gstanley@ma.rr.com

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

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: P.O. Box 2049
Buckhannon WV
26201
Phone #: 304 472 8890
Fax # : 304 472 8897
Email : JAMES.ALLEN@JFALLENCOA.COM

Name : Ty Martin
Company: Solid Rock Ex. Inc.
Address: 3106 Hudson Rd
Allright WV 26519
Phone# : 304-276-2371
Fax # : 304-379-9502
Email : SOLID-ROCK@FRONTIER.NET,NET

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

Name : STEVE SZABO
Company: Pro CONTRACTING, Inc
Address: P.O. Box 2442
Clarksburg, WV 26302
Phone# : 304 622-2400
Fax # : 304 622-2400
Email : Procon.555@ma.rr.com

Name : Mike Roby
Company: Roby Excavating LLC
Address: PO Box 429
Lumberport WV 26380
Phone #: (304) 783-4491
Fax # : (304) 783-4462
Email : _____

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14850

Bid Date: January 12, 2010

Project: Haywood (Powers)

Pre-Bid Date: December 9, 2009

Name : RICHARD STONE
 Company: STONE PAVING INC
 Address: P.O. Box 53
Reedsville, WV 26547

Phone #: 304-864-5955
 Fax #: 304-864-4052
 Email : Rstonepaving@frontier.net.net

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 : cmwolfe73@yahoo.com

Name : SCOTT LAULI FA
 Company: SCJL Co-LEASING Corp
 Address: 8 Hunter Lane Rd
Fairmont WV 26544

Phone #: 304 290 4608
 Fax #: 304 296 8252
 Email :

Name : DAVID H. BAUMANN
 Company: Green Mountain Co
 Address: 511 50th Street
Chas WV 25304

Phone #: 304 925 0253
 Fax #: 304 925 9230
 Email : Jody Maye AOL.com

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC.
 Address: P.O. BOX 218
KENNA, WV

Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : None

Name : GARY LONG
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601

Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email :

Name : Ed Baker
 Company: Baker Excavating
 Address: P.O. Box 1163
Dellslow WV

Phone #: 304-282-1470
 Fax #: 305 598-5775
 Email :

Name : Ashley Allkins
 Company: ~~Aspen~~ Aspen Corporation
 Address: 2400 Ritter Drive
Daniels WV 25832

Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email : jadkins@aspen-golf.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14850

Bid Date: January 12, 2010

Project: Haywood (Powers)

Pre-Bid Date: December 9, 2009

Name : Bill Saunders
 Company: HD Supply
 Address: 3011 Warden Street Stranice d
CLARKSBURG, WV 26301

Name : _____
 Company: _____
 Address: _____

Phone #: 304-612-3110
 Fax #: 304-626-3093
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : DENNIS C. ELBON
 Company: GOW GIRL UP INC
 Address: PO Box 243
SIMPSON, WV 26435

Name : _____
 Company: _____
 Address: _____

Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : Malcolm Albin
 Company: WV DEP
 Address: Phillippi, WV

Name : _____
 Company: _____
 Address: _____

Phone #: _____
 Fax #: _____
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : Pat Cunningham
 Company: Ten-A-Coal Co
 Address: RT 4 Box 253
CLARKSBURG WV
26301

Name : _____
 Company: _____
 Address: _____

Phone #: 304-783-5484
 Fax #: 783-5514
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14850
Haywood (Powers) Clogged Stream 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.

On Page 3 of Plans a note on the underdrain at Site #1 says construct 200 LF 4' x 4' underdrain. This note should read construct 200 LF 4' underdrain. This underdrain has the stone placed within 1' of the surface for the entire length of the underdrain.

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.** Will a trench box be required on the underdrain?
A. Yes, most of the underdrain exceeds 5' in depth. All trench work deeper than 5' requires a trench box.
- 2.) **Q.** Are there any utilities on this site?
A. Yes, there is a water and sewer from City of Lumberport.
- 3.) **Q.** What happens to concrete on the right side as you face the building?
A. It is to remain except for the trench work on the underdrain and will be covered with blacktop when all work is completed.
- 4.) **Q.** Will we encounter the coal seam when the underdrain is excavated?
A. Based on our bore logs there should be no coal in the area of excavation.
- 5.) **Q.** Are the pine trees to be saved or replaced?
A. No, both are to be removed and will not be replaced.
- 6.) **Q.** Do we need a Traffic Control Plan from DOH?
A. Yes, one lane of road will be closed during the installation of front section of underdrain.
- 7.) **Q.** How thick is the asphalt over the concrete?
A. 3" compacted.
- 8.) **Q.** Can the cribbing at the location of the draining channel be burnt?
A. No, it must go to an approved landfill.
- 9.) **Q.** Do we have to clean all the garbage up on this whole area of Site #1?
A. The only garbage we will clean up is the garbage we encounter to put our system in place. All other garbage will remain.
- 10.) **Q.** What about the concrete by the building where the 15" HDPE pipe is located?
A. It will be saw cut back as far as needed to install the 15" pipe and does not need replaced.

- 11.) Q. Does the new blacktop on the existing blacktop have to be smooth?
A. Yes.
- 12.) Q. Does all the concrete wall on Site #2 have to come out?
A. Yes, it must be busted in 1' pieces and buried.
- 13.) Q. Will any cross-sections be required for As-Builts on Site #2?
A. No, just a plan view of the area to show the total for revegetation.

The Contractor shall have 90 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 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.