



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
DEP14859

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: **01/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BIAS PORTAL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 12/15/09, MANDATORY PRE-BID MEETING..						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 01/20/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001		JB		962-73		
	1					
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14859 ***** 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 # : DEP14859 Bid Date: January 20, 2010
 Project: Bias Portals Pre-Bid Date: December 15, 2009

Name : Chris Wolfe
 Company: Cave Run Contracting LLC
 Address: P.O. Box 104
Moatsville WV 26405

Phone #: (304) 669-1722
 Fax #: (304) 457-1662
 Email : cmwofe73@yahoo.com

Name : David R Stanley
 Company: Stanley Excavating
 Address: N7 Maple Lake
Bridgeport WV
26330

Phone #: 304 842-8560
 Fax #: 304-842-8609
 Email :

Name : Chad Bilotta
 Company: Anderson Excavating
 Address: 343 Williams Rd
Morgan town WV 26501

Phone #: 304-983-2296
 Fax #: 304-983-4755
 Email : cbilotta@Anderson Excavating LLC.com

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

Phone #: 304-864-5955
 Fax #: 304-864-4054
 Email : R.stone.paving@frontier.net.net

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 : DENNIS C. ELBON
 Company: COWGIRL VP INC
 Address: P.O. Box 243
SIMPSON WV 26435

Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email : DCE-COWGIRLVP@EARTHLINK.NET

Name : Ty Martin
 Company: Solid Rock Ex. Inc
 Address: 3106 Hudson Rd
Albright, WV 26519

Phone #: 304-276-2371
 Fax #: 304-379-9502
 Email : Solid-rock@frontier.net.net

Name : _____
 Company: _____
 Address: _____

Phone #: _____
 Fax #: _____
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14859 **Bid Date:** January 20, 2010
Project: Bias Portals **Pre-Bid Date:** December 15, 2009

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 : Bernie McCourt
Company: Mountain Movers
Address: 216 South Main
Weston 26452
~~26452~~
Phone# : 304-269-2449
Fax # : 304 644-7161
Email : _____

Name : Ed Baker
Company: Baker Excavating
Address: P.O. Box 1163
Dellslow WV 26531
Phone #: 304-282-1478
Fax # : 304-598-5775
Email : _____

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

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

Name : Standard of OHIO
Company: #1 Green Hills
Address: RAVENSWOOD WV
IAN Smith 26164
Phone# : 304-273-5851
Fax # : 304-273-5852
Email : _____

Name : ALLEN MURDOCK
Company: BOMONT CONSTRUCTION
Address: P.O. Box 10 Precious WV
25164
Phone #: 304 548-7004
Fax # : 304 548-7133
Email : _____

Name : LONNIE WALTON
Company: BEAR CONTRACTING
Address: P.O. Box 1196
BRIDGE POND WV
Phone# : 304-842-3002
Fax # : 304-842-9433
Email : MURDO@BEARCONTRACTING.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14859

Bid Date: January 20, 2010

Project: Bias Portals

Pre-Bid Date: December 15, 2009

Name : Don Vincent
Company: Breakaway Inc.
Address: 1075 Old Turnpike Rd.
Su. T. Ten WV 26601

Name : _____
Company: _____
Address: _____

Phone #: 304 765-5317
Fax #: 304 765-5389
Email : breakaway-inc@verizon.net

Phone# : _____
Fax # : _____
Email : _____

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th STREET
CHAS WV 25304

Name : _____
Company: _____
Address: _____

Phone #: 304 925 0253
Fax #: 925 9230
Email : Jody.May@ADL.COM

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14859
Bias Portals 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.** The work hours on this project shall be between 7:00 am and 7:00 pm Monday through Saturday. Work on Sundays and major holidays will not be allowed on this project.
A. Yes.
- 2.) **Q.** What is the access to this project?
A. The main driveway will be used. Care must be taken on using the concrete driveway.
- 3.) **Q.** Do you know if the mine seal will have to come all the way back to Borehole B-1?
A. We do not know. We have a void at B-1 but do not know what the coal condition is in front of the boring. We will excavate until we hit a void.

The Contractor shall have 90 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages 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.