



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
DEP14959

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
04/18/2010				

BID OPENING DATE: **05/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE HARVEY HIGHWALL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, AND THE CHANGES PER THE MANDATORY PRE-BID OF 04/06/2010.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/18/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14959 ***** 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).

Addendum #1 - Questions During Pre-Bid Meeting

For DEP 14959

Harvey Highwall

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

Comments:

1. The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.
2. There are property corners located on the lower end of the project near the discharge point of the 8' grouted riprap channel. These property corners are to be maintained during construction. If the property corner markers are damaged or removed it will be contractors responsibility to have these corners survey back to their original location at the contractor's expense.
3. All timber on the project shall be handled in accordance with Section 4.2.4 of the technical specifications.

Questions:

1. **Q.** Are there any water monitoring wells to be reclaimed on this project?
A. Yes. There is one at the top of the highwall and one at the bottom of the highwall.
2. **Q.** What is the depth of the pond where the tires are located?
A. We do not know the exact depth but the coal pavement is located approximately 10' below the pond water elevation. The coal pavement is the assumed bottom of the pond. The bore logs show the bottom of coal elevations.
3. **Q.** How far past the pond with the tires does the regrade extend?
A. Our last section is approximately 70' past the pond and has some minor regrade on that section.

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14959
Project: Harvey Highwall

Bid Open Date: May 18, 2010
Pre-Bid Date: April 6, 2010

Name : Roger A. Collins Jr.
Company: Collins Building & Contracting Inc.
Address: 3404 Coaly - Corner Rd
Flatwoods WV
26621
Phone #: 704-765-3521
Fax # : 704-765-3521
Email : CollinsBuilding @ Highm.net

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: PO BOX 2049
Buckhannon WV
26201
Phone# : 304 472 8890
Fax # : 304 472 8897
Email: JAMES.ALLEN@JFALLENCO.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 : DAVID H. Bowman
Company: Green Mountain Co
Address: 511 50th Street
Chas WV
25304
Phone# : 304 925 0253
Fax # : 925 9230
Email : Jody.May@AOL.COM

Name : Stanley Industries, Inc
Company: Junior Stanley
Address: 7 Maple Lake
Bridgeport WV 26330
Phone #: 304-842-8560
Fax # : 304-842-8609
Email : gstanley@ma.wv.com

Name : LES BOLEN
Company: ASPEN CORP.
Address : 2400 RITTER DR.
DANIELS WV 25832
Phone# : 304-763-4573
Fax # : 304-763-4591
Email : lbolem@aspens-golf.com

Name : Doug Vincent
Company: Breakaway Inc.
Address: 1075 Old Turnpike Rd
Sutton WV 26601
Phone #: 765-5317
Fax # : 765-5389
Email : _____

Name : Mick Jones
Company: Bonnet Const.
Address: PO box 10
Prociros WV
25164
Phone# : 304-548-7004
Fax # : 548-7133
Email : BonnetConst @ yahoo.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14959
 Project: Harvey Highwall

Bid Open Date: May 18, 2010
 Pre-Bid Date: April 6, 2010

Name : Haalis Mitchell
 Company: EASTERN ARROW CLAY INC
 Address: P.O. Box 4108
Charleston W.V.
25364
 Phone #: 304-414-0255
 Fax #: 304-414-0256
 Email : EasternArrow@hotmail.com

Name : Mike GRAY
 Company: GRALAN Corp
 Address: 10301 SR# 149
FORT ARD, WY 12827
 Phone#: 518-772-3826
 Fax #: 518-745-8117
 Email : GRALAN Corp @ Yahoo.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 : DENNIS C. ELBON
 Company: COWGIRL UP INC
 Address: PO Box 243
SIMPSON, WV 26435
 Phone#: 304-739-4397
 Fax #: 304-739-4401
 Email : DCE_COWGIRLUP@EARTHINK.NET

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

Name : Matt Poling
 Company: Poling Contracting
 Address : P.O. Box 230
Elkins, W.V. 26241
 Phone#: 304-636-3886
 Fax #: 304-636-5108
 Email : _____

Name : ROBERT BROWN
 Company: MOUNTAIN MOVERS Const.
 Address: 216 S MAIN AVE
Weston, WV
 Phone #: 304-269-2449
 Fax #: 304-269-2449 or 460-2220
 Email : brownloxxaine@rocketmail.com

Name : Matt Adams
 Company: Kelli Corp
 Address: 3075 Point Marion Rd
MORVANTOWN WV 26585
 Phone#: 304 292 8102
 Fax #: 304 292 8608
 Email : adams mca @ comcast.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14959
Project: Harvey Highwall

Bid Open Date: May 18, 2010
Pre-Bid Date: April 6, 2010

Name : Scott LAURITA
Company: SCFL Co-Leasing Corp
Address: 8 Hunter Zanic Rd
Farmington WV 26534

Name : _____
Company: _____
Address: _____

Phone #: 304-290-4608
Fax #: 304-296-8252
Email: JSLAURITA@YAHOO.COM

Phone#: _____
Fax #: _____
Email: _____

Name : David Knapp - WNDP
Company: DWB
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email: _____

Phone#: _____
Fax #: _____
Email: _____

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