



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
DEP14961

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

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ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2010				

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 MEADOWLANE MINE DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 04/14/2010.						
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 DEP14961 ***** 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 14961

Meadowlane Mine Drainage

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 preferred access will be through the disposal site. This will provide access to the primary work area without causing damage to the existing driveway by the main house. The Asphalt Paving pay item will be used to make any repairs that are necessary to the new access road coming off of US Rt 250.
2. The lawn area where the underdrain system is to be installed will need to be hand raked. This will be required for any disturbance below the tree line of the waste disposal area.

Questions:

1. Q. Is the trench depth going to be as deep as 16' at some points on the underdrain?
A. Yes. The outer section next to US Rt 250 has some deep cuts. You can lay the material back but the trench may still require a trench box to ensure the workers safety.
2. Q. Is the intent of the underdrain depth to get below the basement floor?
A. Yes. We want to make sure no water can get to the basement area of the house.
3. Q. Does the property owner of the disposal site want the trees?
A. Yes. All trees 8" and over must be stockpiled for the property owner. (*8" diameter*)
4. Q. Can we put any material on the upper bench below the disposal area?
A. No. All excess material must go in the disposal site.
5. Q. Is there B&O tax required on this project?
A. Yes. It is in the city limits of Fairmont.
6. Q. Is the 40 mil liner to be seamed or can it be overlapped?
A. It must be seamed. We want the barrier to be water tight.

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.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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RFQ # : DEP14961
Project: Meadowlane

Bid Open Date: May 18, 2010
Pre-Bid Date: April 14, 2010

Name : Chris Wolfe/Lisa Dadisman Name : Ty Martin
Company: Love Run Contracting Company: Solid Rock Ex. Inc
Address: PO BOX 104 Address: 3106 Hudson Rd
Martinsville WV 26405 Albright WV 26519

Phone #: 304-669-1722 Phone#: 304-276-2371
Fax #: 304-457-1662 Fax #: 304-379-9502
Email : CMWolfe73@yahoo.com Email : Solid-rock@frontier.net.net.

Name : DAVID H Bowman Name : DENNIS C. ELBOW
Company: Green Mountain Co Company: COWGIRL UP INC
Address: 51150th Street Address: PO Box 243
Chas WV SIMPSON WV 26435
25304
Phone #: 304 925 0253 Phone#: 304 739-4397
Fax #: 925-9230 Fax #: 304-739-4401
Email : Jody Martin 10.com Email : DCE-COWGIRLUP@GMAILINK.NET

Name : S.C.J.L-Co-LEASING Name : Joe Baker
Company: 8 Hunter Lane Rd Company: Baker Excavating
Address: Fort Union, WV Address: PO Box 1163
Scott LAURITA 26554 Dellslow WV 26531

Phone #: 304-290-4605 Phone#: 304-282-1470
Fax #: 304-296-8752 Fax #:
Email : J.S. Laurita @ Yahoo.com Email :

Name : John Oldaker Name : Ashley Atkins
Company: Heflin Contracting Inc. Company: Aspen Corporation
Address: 1017 River Rd Address: 2400 Ritter Drive
Clark & Burg WV 26301 Daniels WV 25832

Phone #: 304 (623-5110) Phone#: 304-763-4573
Fax #: 304 (623-0221) Fax #: 304-763-4591
Email : John @ Heflin Contracting.com Email : joatkins@aspen-golf.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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RFQ # : DEP14961
Project: Meadowlane

Bid Open Date: May 18, 2010
Pre-Bid Date: April 14, 2010

Name : JACOB MARTEL
Company: Anderson Excavating LLC
Address: 343 Williams Rd
Morgantown WV 26501

Phone #: 304-983-2296
Fax #: _____
Email : Randerson@andersonexcavatingllc.com

Name : Kirk Waternicola
Company: Waternicola's Masonry LLC
Address: 626 Maryland Ave
Folcroft WV 26554

Phone #: 304-672-1979
Fax #: 304-534-8234
Email : Kirk.Waternicola@gmail.com

Name : Keith Freshour
Company: EAGLE Excavation INC.
Address: P.O. Box 218
Kenna W.Va 25948

Phone #: 304 372-4378
Fax #: 304 372-4378
Email : _____

Name : Robert Barnes
Company: Barnes EXC. INC.
Address: P.O. Box 13384
Sissonville WV 25520

Phone #: 304-984-1725
Fax #: 304-984-0074
Email : Barnes EXC. @ AOL.COM

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
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Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

5

RFQ # : DEP14961
Project: Meadowlane

Bid Open Date: May 18, 2010
Pre-Bid Date: April 14, 2010

Name : GARY LONG
Company: M^COWIE & SON CONST.
Address: 2790 Centralia Rd
Sutton WI 26601

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

Name : Dan Vincent
Company: Breakaway, Inc
Address: Sutton WI 26601
1075 Old Turnpike Rd.

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

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

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