



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
DEP15053

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	FOB	FREIGHT TERMS
06/23/2010				

BID OPENING DATE: **07/14/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE HEATHER RUN #2 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID ON 06/09/2010.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/14/10 AT 1:30 P.</p> <p>***** NO OTHER CHANGES *****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP15053 ***** TOTAL: _____</p>						

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 15053
Heather Run #2 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. What size bat gates should be used?
A. In the Plans, Sheet 22, there is a Bat Gate Pipe Schedule to be followed.
- 2.) Q. With the Bat Gate Pipe, is 20 feet of pipe to be installed?
A. Yes, as a minimum due to the roof contact area.
- 3.) Q. The highwalls, do they need to be backfilled?
A. Yes, but they will not be backfilled totally.
- 4.) Q. The trees within the construction work limits, what happens with them?
A. Follow the specifications.
- 5.) Q. Where is the cover material coming from?
A. Locations are identified on the plans.
- 6.) Q. How will the contractor get equipment to the other side of Heather Run to remove the coal refuse?
A. By using the stream crossing and following the existing road and bench it will take you to the refuse area.
- 7.) Q. Can you put in a temporary crossing to access the coal refuse?
A. You must obtain all needed permits before working on the crossing.
- 8.) Q. The timber company left a log butt pile, what is to be done with this material?
A. It can be windrowed or dressed up on top of final grade material.

The Contractor shall have 150 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 150 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 # : DEP 15053
 Project: Heather Run # 2

Bid Date: 7/14/2010
 Pre-Bid Date: 6/9/2010

Name : Tanner Taylor
 Company: Selco Construction
 Address: P.O. Box 1557
Pineville, WV 24874
 Phone #: 276-880-2300
 Fax #: 276-880-2390
 Email : taylor@selcoconstruction.com

Name : Gary Stanley
 Company: Stanley Ind. Inc.
 Address: 7 Maple Lake
Bridgeport WV
26330
 Phone#: 304-842-8560
 Fax #: 304-842-8609
 Email : GStanley@ma.rs.com

Name : Mike Finckel
 Company: ATC Assoc.
 Address: 3 Front Ave
Beaumont, WV
 Phone #: 330-670-1232
 Fax #: 609-586-7951
 Email :

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

Name : Robert Barnes
 Company: BARNES EXC. INC
 Address: PO. BOX 13384
Sissonville
WV. 25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email :

Name : JACOB MAZEL
 Company: Anderson Excavating LLC
 Address: 343 Williams Rd
Morgantown WV
26501
 Phone#: 304-943-2296
 Fax #: 304-943-4755
 Email : Janderson@andersonexcavatingllc.com

Name : BARRIE F. FOSTER
 Company: EAGLE CONTRACTORS, LLC
 Address: 1721 Winfield Road
Winfield WV 25213
 Phone #: 304-552-7181
 Fax #: 304-755-3150
 Email :

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO BOX 2049
Beckhamton WV
26201
 Phone#: 304 472 8890
 Fax #: 304 472 8897
 Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15053
 Project: Heather Run #2

Bid Date: 7/14/2010
 Pre-Bid Date: 6/9/2010

Name : BELL BOLLARD
 Company: J B & Sons LLC
 Address: 10643 BRANDONVILLE PIKE
ALBRIGHT WV 26519
 Phone #: 304-329-0818
 Fax #: " " "
 Email : _____

Name : DAVID H. BOWMAN
 Company: Green Mountain Co
 Address: 511 SOUTH STREET
UN45 WV 25304
 Phone#: 304 925-2533
 Fax # : 925-9230
 Email : JodyMay@aol.com

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

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

Name : Don Wendt
 Company: Utilities Forestry Svcs
 Address: PO 1027
Charfield, PA 16830
 Phone #: 412-874-0012
 Fax # : 812-765-5098
 Email : _____

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 : Thomas Dewison
 Company: Breakaway Inc
 Address: 1275 old TURNPIKE RD
Sutton WV 26601
 Phone #: 304 765-5317
 Fax # : 304 765-5384
 Email : _____

Name : Charles H Mayers
 Company: Breaston Dig & Det
 Address: PO Box 167
Breaston 9 miles W
26525
 Phone#: 304-374-2641
 Fax # : 304-374-2645
 Email : CharlieMayers@SSCOOP.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15053
 Project: Heather Run #2

Bid Date: 7/14/2010
 Pre-Bid Date: 6/9/2010

Name : Billy Frazee
 Company: Inter Stat Lumber
 Address: _____

Name : _____
 Company: _____
 Address: _____

Phone #: _____
 Fax # : _____
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : Ludwik BERNATSKA
 Company: Property Owner
 Address: _____

Name : _____
 Company: _____
 Address: _____

Phone #: _____
 Fax # : _____
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : ANN WARDWELL
 Company: EASTERN ARROW
 Address: PO BOX 4108
CHARLESTON WV
25364

Name : _____
 Company: _____
 Address: _____

Phone #: 304-414-0255
 Fax # : 0256
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : Spencer Wooddell
 Company: Coway Lp Inc
 Address: PO Box 243
Simpson WVa
26435

Name : _____
 Company: _____
 Address: _____

Phone #: 304 739 4393
 Fax # : 304 739 4401
 Email : scw-cowaylp@earthlink.net

Phone# : _____
 Fax # : _____
 Email : _____