



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
 DEP15098

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
08/09/2010				

BID OPENING DATE: 08/25/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	*****	*****		ADDENDUM NO. 1	*****	
	ADDENDUM ISSUED FOR THE MOUNTAIN RUN REFUSE & PORTAL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE REVISED BID SCHEDULE RESULTING FROM THE MANDATORY PRE-BID MEETING ON 07/14/2010.					
	BID OPENING DATE AND TIME ARE EXTENDED FROM 08/11/2010 TO 08/25/2010 AT 1:30 PM.					
	*****	*****		NO OTHER CHANGES	*****	
0001	1	JB		962-73		
	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES					

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 15098

Mountain Run Refuse & Portals Project

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. Dry mine seals do not have a separate pay item. Excavation associated with regrading the portals identified for dry mine seals shall be measured and paid under "Unclassified Excavation", per C.Y.
2. The rock shown on the Typical Detail for dry mine seal installation may be obtained from rock that is available on-site.
3. There are no soil borrow areas identified on the plans for covering the regraded refuse areas. This material may be obtained on-site as is available from associated construction activities.
4. Item 5.1, "Sediment Control Device" shall be understood to be silt fence, and Item 5.2, "Erosion Control Device" shall be understood to be hay bales.
5. The mine seal installation for Portal #16 shall be paid under Item 9.1, "Wet/Modified Mine Seal", per each. However, this mine seal shall be modified as per Note 4 on Sheet 13.
6. The project shall be bid in accordance with the attached Revised Bid Schedule.

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 # : DEP 15098
 Project: Mountain Run Refuse & Portals

Bid Date: 8/11/2010
 Pre-Bid Date: 7/14/2010

Name : DAVID H. BOWMAN
 Company: Green Mountain Co
 Address: 511 50th STREET
Chas WV

Phone #: 304 925 0253
 Fax #: 925 9230
 Email : Jody M94C@OL.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 : Ty Martin
 Company: Solid Rock Ex. Inc.
 Address: 3106 Hudson Rd
Albright WV 26019

Phone #: 304-276-2371
 Fax #: 304-319-9508
 Email : Solid-rock@frontierwest.net

Name : GARY Long
 Company: M'Court & Son Const.
 Address: 2190 Centralia Rd
Sutton WV 26601

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

Name : TYLER DODD
 Company: BEAR CONTRACTING
 Address: 112 STATE ST
BRIDGEPORT, WV
26330

Phone #: 304 842 3002
 Fax #: 304 842 9433
 Email : tdodd@bear-contracting.com

Name : ~~F.P.C. Inc~~ LEE PRESCOTT
 Company: T.P.C. Inc
 Address: Rt 1 Box 30
Farmington WV, 26623

Phone# : 304 765-2842
 Fax # : _____
 Email : lpreesco@gmail.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 : none

Name : MIKE FURLONG
 Company: ATC Assoc
 Address: Burlington, NJ

Phone# : 350-620-1252
 Fax # : 609-386-7451
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15098
Project: Mountain Run Refuse & Recycle

Bid Date: 8/11/2010
Pre-Bid Date: 7/14/2010

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@comcast.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 : _____

Name : Eastern Arrow Corp Inc
Company: P.O. Box 4108
Address: CHARLESTON WV
Hans: M. Jones
Phone #: 304-414-0255
Fax #: 304-414-0256
Email : _____

Name : Bernard STUART
Company: Cowgirl Up Inc
Address: P.O. Box 243
Simpson WVA 26435
Phone# : 304 - 739 - 4397
Fax # : _____
Email : 304 739-4401

Name : SCOTT LAUKITA
Company: SCJL Co-Leasing Corp.
Address: 8 Hunter ZANC Rd
FAIRMONT WV 26559
Phone #: 304-290-4608
Fax #: 304-296-8252
Email : JS LAUKITA@yahoo.com

Name : Tom REBOR
Company: JIMMIE HARPER CONSTRUCTION
Address: P.O. BOX 5367
3201 RIVER ROAD
VIENNA, WV 26105
Phone# : 304.295.9257
Fax # : 304.295.9553
Email : JHCONSTWV@MAIL.COM

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

Name : Charles J. Meyer
Company: Brewerton Petroleum
Address: P.O. Box 107
Brewerton WVA 26525
Phone# - : 304-379-2641
Fax # : 304-379-2645
Email : Charles.Meyer@Brewerton.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15098 Bid Date: 8/11/10
 Project: MOUNTAIN RUN RETAIL Pre-Bid Date: 7/14/10

Name : Don Wendt
 Company: Utilities Forestry Serv, Inc.
 Address: P.O. Box 1027
CLEARFIELD, PA 16830

Phone #: 412-874-0072
 Fax #: 814-765-5098
 Email : _____

Name : BILL BOLYARD
 Company: CHARLES E. BOLYARD & SON INC
 Address: 125 EAST HAZEL ST
KENNESAW WV 26157

Phone #: 304-329-1330
 Fax #: 304-329-1571
 Email : cebsinc@verizon.net

Name : _____
 Company: _____
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