



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
DEP15308

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
02/28/2011				

BID OPENING DATE: **03/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO.1 *****		
				ADDENDUM ISSUED FOR THE KINGWOOD ROUTE 7 HIGHWALL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 02/15/2011, AS ATTACHED.		
				BID OPENING DATE AND TIME REMAIN UNCHANGED AS 03/17/2011 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15308 ***** 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
Kingwood Route 7 Highwall
DEP15308**

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.

Questions:

- Q.** What are the requirements for handling the timber from the clearing & grubbing operations?
- A.** The standard timber specification, as addressed in Sections 4.2.4, 4.2.5, 4.2.6, 4.2.7, and 4.2.8 of the Technical Specifications applies on Site 1. On Site 2, the landowner has requested that material generated from the clearing and grubbing operations that can be utilized for firewood be saved and stockpiled in an accessible location on-site.
- Q.** How long are sediment control structures to remain in place; i.e., will the contractor have to remobilize to take them out?
- A.** Possibly. The sediment control structures have to remain in place until adequate vegetation has been established to prevent sediment erosion from storm water runoff. Some structures, such as waddles may be allowed to stay in place.
- Q.** Can As-Builts be prepared by the contractor himself or do they have to be sub-contracted?
- A.** The requirement states only that As-Builts have to be certified by a Registered Professional Engineer or by a Licensed Land Surveyor.
- Q.** Will the consultant's digital survey information provided to the Contractor be compatible with his electronic system?
- A.** The consultant uses Civil D 2010, and will attempt to make it compatible with the contractor's system.
- Q.** Are any of the drainage channels on Site 2 proposed to cross the existing fiber optic cable?
- A.** No.

Questions & Answers
Kingwood Route 7 Highwall
DEP15308

As a point of clarification, the stone for the Bat Gate Mine Seal and the Dry Mine Seal Bulkheads is specified to be No. 57 non-calcareous aggregate

If any mine entries are encountered during construction that require Standard Wet Mine Seals, the stone required for the bulkhead is 3-6 inch size non-calcareous stone.

The Contractor shall have 150 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 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 # : 15308

Bid Date: 3/17/11

Project: KINSWOOD RT 7 HIGHWALL Pre-Bid Date: 2/15/11

Name : Spencer Woodbell
Company: Cowgirl Up Inc
Address: Po Box 243
Simpson, WVa
26435

Phone #: 304-739-4397
Fax #: 304-739-4401
Email : SCW_cowgirl_up@earthlink.net

Name : Mike Ferguson
Company: ATK ASSOC
Address: 3 TERRI LANE
DUNCINGTON, NJ

Phone #: 330 620-1232
Fax #: 609 386-7951
Email :

Name : Junior Stanley
Company: Stanley Industries Inc.
Address: 7 Maple Lake
Bridgeport WV

Phone #: 304-842-8560
Fax #: 304-842-8609
Email : jstanley@ma.rr.com

Name : Kevin W HOOK
Company: Pineville Paving & Excavating
Address: Po. Box 1290
Pineville WV 24874

Phone #: 304-732-8303
Fax #: 304-732-7855
Email : tonyppi@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 : glong@wirefire.com

Name : TIM WHITE
Company: TERRADON CORP
Address: PO BOX 514
MORROW 25143

Phone #: 304 755-8291
Fax #: 755-2635
Email : tim.white@terradon.com

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th Street
CINCY WV
25307

Phone #: 304 925 0253
Fax #: 925 9230
Email : Jody May ERUCOM

Name : Don Vincent
Company: Breakaway, Inc
Address: Sutton WV 26601
1075 Old Turnpike Rd.

Phone #: 304 765 5317
Fax #: 304 765 5389
Email : doug@breakawaywv.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 15308
 Project: _____

Bid Date: _____
 Pre-Bid Date: _____

Name : Chad Gibotta
 Company: Anderson Excavating
 Address: 343 Williams Rd J
Morgantown

Phone #: 304-983-2296
 Fax #: 304-983-4755
 Email : chilotta@AndersonExcavating.com

Name : JAMIE Pretzel
 Company: JL Pretzel Contracting
 Address: 274 Horseshoe Dr
Bruceston Mills WV 26525

Phone #: 304-379-7789
 Fax #: 304-379-7788
 Email : cpretzel@aol.com

Name : Circle G Enterprises
 Company: Circle G Enterprises
 Address: 442 Sunset Lane
tunnelton WV
26444

Phone #: 304-568-4425
 Fax #: 304-568-4425
 Email : _____

Name : Joe Williams
 Company: Williams Excavating
 Address: RR 1 Box 126
Belington, WV
26250

Phone #: 1-304-614-8887
 Fax #: N/A
 Email : williamsexcavating@gmail.com

Name : Jim Williams
 Company: Triple T Contracting
 Address: HC 71 Box 80
Flanagan, WV 26267

Phone #: 304-472-3962
 Fax #: N/A
 Email : Conniewill@hughes.net

Name : Joe Street
 Company: Preston Excavating
 Address: 1556 W. Herring Rd
Mason, WV 26542

Phone #: 304 290 6972
 Fax #: 304 864 2277
 Email : PrestonExcavating@yahoo.com

Name : Greg N Bell
 Company: break-a-way LLC
 Address: 11347 Brundeville Pike
Albright WV 26519

Phone #: (304) 379-3387
 Fax #: (304) 379-3386
 Email : breakawayllc@aol.com

Name : Scott Laurita
 Company: SCJL Co-Leasing
 Address: 8 Hunter Lane Rd
Fairmont WV 26559

Phone #: 304-290-4608
 Fax #: 304-292-8252
 Email : JSLAURITH@yahoo.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 15308
Project: _____

Bid Date: _____
Pre-Bid Date: _____

Name : Ty Martin
Company: Solid Rock Ex. Inc.
Address: 3106 Hudson Rd
Albright WV 26014
Phone #: 304-276-2371
Fax #: 304-379-9502
Email: solid-rock@comcast.net

Name : Ann HAZENWELL
Company: EASTERN ARROW
Address: PO BOX 1624
CHAS WV
25366
Phone#: 304-414-0255
Fax #: 0256
Email: easternarrow@hotmail.com

Name : Drew Wolfe
Company: Wolfe Run Excavating LLC
Address: 110 Wolfe Run Road
Tunnelton WV 26444
Phone #: 304 892-2314
Fax #: 892-2314
Email: _____

Name : Chris Jennings
Company: Jenning Exca.
Address: P.O. Box 86
Newburg WV 26410
892-4425
Phone#: 290-4425
Fax #: _____
Email: _____

Name : Alan Wolfe
Company: Frank Arnold Contractors Inc
Address: 151 Oakland Drive
Oakland Md 21550
Phone #: 301-334-2450
Fax #: 301-334-2188
Email: wolfe5466@comcast.net

Name : Robert Baines
Company: BAINES EXC. INC
Address: P.O. Box 13384
Sissonville WV 25360
Phone#: 304-984-1725
Fax #: 304-984-0074
Email: BAINES EXC@AOL.COM

Name : Ashley Atkins
Company: Aspen Corporation
Address: 2400 Ripper Drive
Daniels WV 25832
Phone #: 304-763-4573
Fax #: 304-763-4591
Email: jatkins@aspen-golf.com

Name : JAMES ALLIEN
Company: J F Allien co
Address: PO Box 2049
Buckhannon WV
26201
Phone#: 304 472 8890
Fax #: 304 472 8897
Email: JAMES.ALLIEN@JFALLIENCO.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 15308
Project: _____

Bid Date: _____
Pre-Bid Date: _____

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC
Address: P.O. BOX 218
KENNA, WV
25248
Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email : none

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

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