



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  
**DEP15460**

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
<b>06/29/2011</b>				

**BID OPENING DATE: 07/12/2011                      BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** <b>ADDENDUM NO.1</b> *****					
	ADDENDUM ISSUED FOR THE GREYSTONE MINE DRAINAGE PROJECT IN CHEAT LAKE, WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BI MEETING ON 06/14/2011.					
	BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/12/11 AT 1:30 PM.					
	***** <b>NO OTHER CHANGES</b> *****					
<b>0001</b>	<b>1</b>	<b>JB</b>		<b>962-73</b>		
	<b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b>					
	***** THIS IS THE END OF RFQ DEP15460 ***** 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](http://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).

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15460 Bid Date: 7/12/2011  
Project: GREYSTONE MINE DRAINAGE Pre-Bid Date: 6/14/2011

Name : DAVID H. BOWMAN  
Company: GREEN MOUNTAIN CO  
Address: 511 50th ST  
CHAS WV  
25304  
Phone #: 304-925-0253  
Fax #: 925-9230  
Email : DHB722@yahoo.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 : doug@breakawaywv.com

Name : DENNIS C. ELBON  
Company: COWGIRL LP INC  
Address: P.O. Box 243  
SIMPSON, WV 26435  
Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : DCE-CONSTRUCTION@SARTHWORK.NET

Name : TY Martin  
Company: Solid Rock Exc  
Address: BRUCEMILLS  
Phone #: 304-371-9602  
Fax #:   
Email :

Name : JAMES ALLIEN  
Company: JF Alliance  
Address: P.O. Box 2049  
Buckhannon WV  
26201  
Phone #: 304 472 8890  
Fax #: 304 472 8897  
Email : JAMES.ALIEN@JFALLIANCE.COM

Name : BILL BOLYARD  
Company: CUNYAS E. BOLYARD & SON INC  
Address: 125 EAST HIGH ST.  
KENNESAW WV 26537  
Phone #: 304-329-1330  
Fax #: 329-1571  
Email : cebsinc@frontier.com

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: P.O. Box 13015  
Sissonville, WV  
25360  
Phone #: 304-984-1115  
Fax #: 984-2770  
Email : R.Carpenter103@aol.com

Name : Don Wendt  
Company: Utilities Forestry Services  
Address: P.O. Box 1027  
Clarksfield, PA. 16830  
Phone #: 412-874-0072  
Fax #: 814-765-5698  
Email :

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15460  
Project: Greystone Mine Drainage

Bid Date: 7/12/2011  
Pre-Bid Date: 6/14/2011

Name : Steve Calvert  
Company: Green River Group, LLC  
Address: P.O. Box 18039, Morgantown, WV  
530 Ashbrook Sq. 26507  
Mt. WV 26508  
Phone #: 304-594-3991  
Fax #: 3992  
Email : SCalvertgrg@aol.com

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Scott Laurita  
Company: S.C.S.L Co-LEASING Corp Ltd  
Address: 8 Hunter Lane Rd  
Jarvis, WV 26554  
Phone #: (304)-290-4608  
Fax #: (304)-296-8252  
Email : JS.Laurita@yahoo.com

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Charles Straley  
Company: GAI Consultants  
Address: 500 Summers St  
3rd Floor  
Chas, WV 25201  
Phone #: 304-926-8100  
Fax #: 304-926-8180  
Email : C.Straley@gaiconsultants.com

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

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Addendum #1 - Questions During Pre-Bid Meeting  
Greystone Mine Drainage  
DEP15460

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. The upper under drain, will this be placed within coal refuse?

A. Review borings, material was mixed.

Q. The walk pathway, will it be closed?

A. Yes

Q. What are the utilities in the area?

A. All known utilities were marked on the plans but you must call Miss Utility before digging.

**Comments:**

Modifications to the specifications are as listed below:

- Specification indicate a horizontal boring, this has been removed from the project.
- Construction access road, the western most location, this route has been eliminated. This will reduce the number of stabilized construction entrances by one unit.
- The eastern most home, the lower under drain will not be topped with river stone. The under drain will be topped with a grass swale.

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.