



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
DEP14922

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2010				

BID OPENING DATE: 04/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE VAN (MEADOWS) PORTAL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE SPEC. REVISIONS, THE REVISED BID SCHEDULE, THE Q/A FROM THE MANDATORY PRE-BID MEETING OF 03/23/10, AND REVISED DRAWINGS #3,4,&7.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/22/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						

This addendum contains full size plans that are not able to be scanned to this site. Vendor's wishing to view these plans may contact the buyer listed above for the locations of various plan rooms in possession of the complete addendum or visit the reception desk at the Purchasing Division.

0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14922 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED '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.

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### 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).

**Req # DEP 14922  
Van (Meadows) Portals  
Addendum #1**

**REVISIONS TO SPECIFICATIONS**

The following statement shall be an addition to the specifications: "The Contractor's work shall be performed between the hours of 7 a.m. and 7 p.m. and no work shall be performed on Sundays or major holidays."

The Contractor's Bid sheet shall be replaced with the revised and attached bid sheet.

Specification 7.2.5 PIPE – Now reads: "Pipes for the mine drain system shall be 18" I.D., 21.5" Hancor Surlok or an approved equal." Revised to read: "Pipes for the mine drain system shall be 12" I.D., 14.5" O.D. Hancor Surlok or an approved equal."

Pay Item 7.1 – Now reads: "18" I.D. HDPE Pipe, per linear foot." Revised to read: "12" I.D. HDPE Pipe, per linear foot."

Specification 10.3.2 – Now reads: "Work on the bat gated mine entry is limited to May 31 through August 31." Revised to read: Work on the bat gated mine entry is limited to May 1 through August 31."

**REVISIONS TO DRAWINGS**

The drawings shall be replaced with the revised and attached drawings labeled as Addendum No. 1. The revised and attached drawings are Sheet 3, Sheet 4 and Sheet 7.

**QUESTIONS AND ANSWERS**

Q: Can the bat gate work start May 1 or May 31?

A: Specification 10.3.2 has been revised to reflect May 1.

Q: About how deep are we right here?

A: The depth of the proposed storm drain varies as shown on the profile.

Q: Are we going to open up this drainage?

A: The drawings require opening up drainage to tie to drop inlets.

# Van (Meadows) Portals

Requisition# DEP14922

Addendum No. 1

Contractor's Bid Schedule

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	Lump Sum	MOBILIZATION (LIMITED TO 10% OF TOTAL BID)		\$
2.0	Lump Sum	CONSTRUCTION LAYOUT (LIMITED TO 5% TOTAL BID)		\$
3.0	Lump Sum	QUALITY CONTROL (LIMITED TO 3% OF TOTAL BID)		\$
4.0	Lump Sum	SITE PREPARATION (LIMITED TO 10% OF TOTAL BID)		\$
5.0	400 L.F.	SEDIMENT CONTROL BARRIER		\$
6.0	Lump Sum	REVEGETATION		\$
7.1	530 L.F.	12" Diameter HDPE Pipe		\$
7.2	5	Manholes		\$
7.3	3	Drop Inlets		\$
7.4	30 L.F.	Grass Lined Channel		\$
10.1	3	Wet Mine Seal		\$
10.2	1	Bat Gate Mine Seal		\$
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				\$
<b>TOTAL</b>				\$

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP14922  
Project: Van (meadows) Portals

Bid Date: 4/22/10  
Pre-Bid Date: 3/23/10

Name : Brian Moore  
Company: Cowgirl Up Inc.  
Address: P.O. Box 243  
Simpson, WV 24635  
Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : \_\_\_\_\_

Name : BRAD WISEMAN  
Company: WISEMAN EXCAVATING  
Address: RT1 BOX 190 LIBERTY  
WV 25124  
Phone#: 304-586-3736  
Fax #: 304-586-3789  
Email : \_\_\_\_\_

Name : BARNES EXC INC  
Company: Mike Good  
Address: Po Box 13384  
Sissonville WV 25360  
Phone #: 984 1725  
Fax #: 984-0074  
Email : \_\_\_\_\_

Name : RONNIE BOWLING  
Company: EASTERN TANKS UTILITIES  
Address: 143 KETT LANE  
Phone#: 304-324-2692  
Fax #: 304-324-8692  
Email : EASTERTANKINC@FRONTIER.NET

Name : Keith Freshour  
Company: EAGLE EXCAVATION INC  
Address: P.O. Box 218  
KENNA WV 25248  
Phone #: 304 372-4378  
Fax #: 304 372-4378  
Email : \_\_\_\_\_

Name : Brian Hoard  
Company: Breakaway Const  
Address: 1075 OLD Turnpike Rd  
Sutton WV 26606  
Phone#: 304-765-5317  
Fax #: 304 765-5317  
Email : \_\_\_\_\_

Name : Michael Jones  
Company: Bornant Construction  
Address: Po Box 10 Prociouus  
WV 25164  
Phone #: 304 548-2004  
Fax #: 304 548-7133  
Email : Bornant Const at  
Yahoo Com

Name : LES BOLEN  
Company: ASPEN CORP  
Address: 2400 RIDER DR  
DANIELS WV 25832  
Phone#: 304 763 4573  
Fax #: 304 763 4591  
Email : lboLEN@aspEN-gOLF.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

## PRINT LEGIBLY

RFQ # : DEP14922  
Project: Van (meadows) Portals

Bid Date: 4/22/10  
Pre-Bid Date: 3/23/10

Name : Deke Therston  
Company: Therston Const Co Inc  
Address: PO Box 13229  
Charleston, WV 25302

Phone #: 804 944 2299  
Fax #: 304 944 3384  
Email : \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO Box 13015  
5155onville, WV  
25360

Phone #: 304-984-1115  
Fax #: 984-2770  
Email : \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

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