



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
 DEP15104

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 804-558-2157

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	FOB	FREIGHT TERMS
08/09/2010				

BID OPENING DATE: 08/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE WINIFREDE (MCFANN) PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 07/21/2010. BID OPENING DATE & TIME REMAIN 08/18/2010 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).

RFQ 15104
Winifrede (McFann) Portals
Addendum #1

Item 1: Q) Do we need railroad insurance?

A) No. This is a private railroad and railroad insurance is not required.

Item 2: Q) Do we need a railroad flagman?

A) No.

Item 3: Q) Are we to backfill the highwall on Site 1?

A) No.

Item 4: Q) How will the contractor be compensated for additional portals?

A) Any additional portals discovered and confirmed/verified by a WVDEP Engineer will be compensated on a per each (ea) basis. To cater to this, there are separate line items (unit prices) listed in the Bid Schedule for wet mine seals, bat gate seals, dry seals, and polyurethane foam seals. The contractor will not be compensated additionally (separately) for exploratory work.

Item 5: Q) What is the time for construction days for this project?

A) Ninety (90) calendar days.

Item 6: C) Construction work will need to be coordinated with the PSD for water and sewer lines location.

Item 7: Q) What type of Bat Gate is to be installed?

A) A standard Bat Gate, CMP arch culvert. Shown on Sheet 24 of the plans.

Item 8: C) Composite sheet has page number references incorrect. Reference to:

Site 2, pg 3 should be pg 4

Site 3A & 3B, pg 4 & 5 should be 6 & 8

Site 4, pg 6 should be pg 10

Site 5, pg 7 should be pg 12

Site 6, pg 8 should be pg 14

Site 7, pg 9 should be pg 16

Site 8, pg 10 should be pg 18

Item 9: Q) (Site 7) Does water from portals drain over the hill?

A) No, water goes into energy dissipaters.

- Item 10: Q) (Site 5) Will access be through the driveway?
A) No, access will be as shown on the plans unless contractor makes other arrangements with the property owner. Brushes do not have to be replaced.
- Item 11: Q) (Site 3A & 3B) Is access along the railroad?
A) Yes.
- Item 12: C) Contractor will be required to work with railroad during construction.
- Item 13: Q) What kind of forms are needed for the polyurethane foam seal?
A) Anything which will serve to build the bulk head and keep the material in place.
- Item 14: Q) Where does the excess material removed from the polyurethane seal portal go?
A) It can go right back against the seal.
- Item 15: Q) Will material need to be hauled in to cover the seals (Site 1)?
A) It is possible additional backfill material will have to be hauled in to cover the seals.
- Item 16: Q) (Site 1) Where are the access roads to the site?
A) As shown on the plans, (Sheet 3).
- Item 17: Q) Where is the manhole located?
A) As shown on the plans, (Sheet 3).
- Item 18: C) Elevations for drainage may require field adjustments.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15104
Project: Wardrobe (OFFICE) Portals

Bid Date: 8-18-2010
Pre-Bid Date: 7-21-2010

Name : DENNIS C. ELBORN
Company: CONGIRL HP INC
Address: PO BOX 243
SIMPSON, WV 26435
Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DCE_CONGIRLHP@CARTHANK.NET

Name : JONATHAN S. JONES
Company: BREAKAWAY INC.
Address: 1075 OLD TURNPIKE RD.
SUTTON, WV 26601
Phone #: 304-765-5317
Fax #: 304-765-5389
Email : _____

Name : CHANDRA GUBBI
Company: ATC ASSOCIATES INC.
Address: 3 TERRI LANE
BURLINGTON, NJ 08016
Phone #: 609-479-8515
Fax #: 609-386-7951
Email : C.GUBBI@ATCASSOCIATES.COM

Name : ANN WAROWELL
Company: EASTERN ARROW
Address: PO BOX 4108
CHARLESTON WV
25366
Phone #: 304-414-0255
Fax #: 304-414-0256
Email : easternarrow@hotmail.com

Name : DAVID H. BAUMANN
Company: GREEN MOUNTAIN CO
Address: 511 50th STREET
CHAS, WV 25304
Phone #: 304 925 0253
Fax #: 925 9230
Email : Jody Maye AOL.COM

Name : Dale Thornton
Company: Thor-Ten Const Co Inc
Address: PO Box 13279
Charleston WV
25312
Phone #: 304 984-2299
Fax #: 304 984 2334
Email : _____

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

Name : Charles Hollingsworth
Company: Aspen Corporation
Address: 2400 Ritter Drive
Daniels WV. 25831
Phone #: 304-763-4573
Fax #: 304-763-4591
Email : Jadkins@aspen-golf.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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RFQ # : 15104
 Project: Winnifrede (MCFAN) Portals

Bid Date: 8-18-2010
 Pre-Bid Date: 7-21-2010

Name : Nichole Beary
 Company: Carpenter Reclamation
 Address: P.O. Box 13015
Sissonville WV 25360

Phone #: 304-984-1115
 Fax #: 304-984-2770
 Email : RCarpen103@aol.com

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. Box 218
KENNA, WV
25248

Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : amake

Name : Chris Harman
 Company: Selco Construction
 Address: Pineville WVA.

Phone #: 304-732-7679
 Fax #: 276-880-2390
 Email : www.SelcoConst.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 : DENNIS DUNHAM
 Company: FOAM CONCEPTS
 Address: 29 9th St N
CLOGET, MN

Phone #: 800-556-9691
 Fax #:
 Email : ddunham@foamconcepts1k.com

Name : ~~James Cooper~~ JAMES COOPER
 Company: TRI-STATE PIPE LINE
 Address: 6351 US Rt. 60 EAST

Phone #: 304-733-6801
 Fax #: 304-733-6803
 Email : JAMES COOPER @ TRI-STATE PIPELINE.COM

Name : Joseph Wiseman
 Company: Wiseman Excavating Inc
 Address: Rt. 1 Box 190 Liberty, WV 25124

Phone #: 304-586-3736
 Fax #: 304-586-3789
 Email : wisemanfarm@aol.com

Name : TAD ROBINETTE
 Company: LIBERTY HELL Co.
 Address: 107 Hale St #205
CHAS. WV 25311

Phone #: 304 513 1220
 Fax #:
 Email : TAD_ROBINETTE@LIBHELL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15104 Bid Date: _____
 Project: Winifrede (McFann) Portals Pre-Bid Date: _____

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

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

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