



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
 DEP15109

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/02/2010				

BID OPENING DATE: 08/12/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE PUTNEY IMPOUNDMENT PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 07/15/10. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 08/12/10 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15109 ***** 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).

DEP15109
Putney Impoundment
Addendum # 1

Item 1: Work will be limited to 7 a.m. – 7 p.m., with no work allowed on Sundays or major holidays.

Item 2: Q) How will back filling of the vertical shaft be paid for?

- A) Costs associated with back filling the vertical shaft will be paid for under Item 4.0, Site Preparation.

Item 3: Q) Is the volume of the pond shown on the plans?

- A) The pond volume is not specifically noted on the plans. The volume can be calculated with information (dimensions, sections, etc) shown on the plans.

Item 4: Q) Do you have the contact information for the gas company?

- A) Please refer to Specification 10.1, Utilities, for information concerning utility coordination/relocation.

Item 5: Q) How is the handling of the trees going to be addressed?

- A) Please refer to Specification 4.0, Site Preparation. Information concerning cutting, burning, stockpiling, etc., of the trees is included.

Item 6: Q) Do we have to drill and pump any impounded water from the portal?

- A) A dewatering plan will be submitted to, and approved by, the WVDEP prior to beginning dewatering activities.

Item 7: Q) Is there a designated area to waste the yellow boy material?

- A) There is no area, specifically designated for the disposal of the yellow boy material. Please refer to Specification 8.3, Borrow/Disposal Area.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :	<u>DEP15109</u>	Pre-Bid Date:	<u>7/15/2010</u>
Project :	<u>Putney Impoundment</u>	Bid Opening Date:	<u>8/12/2010</u>
Name:	<u>LEE Prescott</u>	Name:	<u>Mack Lilly</u>
Company:	<u>T.R.C. Inc</u>	Company:	<u>Eastern Arrow Corp. Inc</u>
Address:	<u>Rt 1 Box 30</u>	Address:	<u>PO Box 4108</u>
	<u>Frametown WV 26623</u>		<u>Charleston WV 25369</u>
Phone #:	<u>304 765 2842</u>	Phone #:	<u>304 414 0255</u>
Fax #:		Fax #:	<u>304 414 0256</u>
Email:	<u>lpresco@gmail.com</u>	Email:	<u>easternarrow@hotmail.com</u>
Name:	<u>LES BALEN</u>	Name:	<u>GEORGE FRESHOUR</u>
Company:	<u>ASPEN CORP</u>	Company:	<u>EAGLE EXCAVATION INC</u>
Address:	<u>2400 RITTER DR</u>	Address:	<u>P.O. Box 218</u>
	<u>DANIELSVILLE 25832</u>		<u>KENNA WV 25248</u>
Phone #:	<u>304-763-4573</u>	Phone #:	<u>(304) 372-4378</u>
Fax #:	<u>304-763-4591</u>	Fax #:	<u>Box 372-4378</u>
Email:	<u>lbalen@aspengolf.com</u>	Email:	<u>NONE</u>
Name:	<u>DENNIS C. ELBON</u>	Name:	<u>Robert Baines</u>
Company:	<u>CONGIAL WP INC</u>	Company:	<u>Baines Exc. Inc.</u>
Address:	<u>PO Box 243</u>	Address:	<u>P.O. BOX 13384</u>
	<u>SIMPSON, WV 26042</u>		<u>Sissonville WV 25360</u>
Phone #:	<u>304-739-4397</u>	Phone #:	<u>304-984-1725</u>
Fax #:	<u>304-739-4401</u>	Fax #:	<u>304-984-0074</u>
Email:	<u>DCE@CONGIALWP@EARTHLINK.NET</u>	Email:	<u>NONE</u>
Name:	<u>ALLEN Murdock</u>	Name:	<u>GARY Long</u>
Company:	<u>Bement Construction</u>	Company:	<u>M^cCourt & Son Const.</u>
Address:	<u>Po Box 10 Procieste</u>	Address:	<u>2790 Centralia Rd</u>
	<u>WV 25045</u>		<u>Sutton WV 26601</u>
Phone #:	<u>304 548-7004</u>	Phone #:	<u>304 765-5288</u>
Fax #:		Fax #:	<u>304 765-5293</u>
Email:		Email:	

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

CM

PLEASE PRINT LEGIBLY

Req. # :

DEP15109

 Project :

Putney Impoundment

Pre-Bid Date:

7/15/2010

 Bid Opening Date:

8/12/2010

Name: Roger Casper
 Company: Casper Restoration
 Address: PO Box 13082
Charleston W.VA 25310
 Phone #: 304 984-1115
 Fax #: 304 984-
 Email: _____

Name: BRAD WISEMAN
 Company: WISEMAN EXCAVATING
 Address: RT 1 BOX 190 LIBERTY
 Phone #: 304-586-3736
 Fax #: 304-586-3789
 Email: _____

Name: Rodney Clay
 Company: Green Mtl Co
 Address: 511 50th St
Charleston WV
 Phone #: 304-925-0253
 Fax #: " " 9230
 Email: Jclaym@aol.com

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

Name: Brian Beard
 Company: Breakaway Inc
 Address: 76 Box 1075
Old Turnpike Rd Sutton
 Phone #: 304-765-5317
 Fax #: 304-765-5317
 Email: _____

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

Name: WR Hoack
 Company: Pineville Pumping
 Address: PO BOX 1290
Pineville WV 24874
 Phone #: 304 732 8303
 Fax #: 304 732 7855
 Email: _____

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