



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:
DEP15141

PAGE:
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
08/30/2010				

BID OPENING DATE: **09/21/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
***** ADDENDUM ISSUED FOR THE HELEN (SUMME) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 08/19/2010. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 09/21/10 AT 1:30 PM. ***** NO OTHER CHANGES ***** RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES ***** THIS IS THE END OF RFQ DEP15141 ***** 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).

DEP15141
Helen (Summe) Drainage
Addendum # 1

Item 1: Q) Is the portal at approximately the same elevation as the underdrains?

A) No. The mine seal is higher in elevation. Please see contours on Plan Sheet 3.

Item 2: Q) Are the utilities mapped, and do you have contact information for them?

A) Known utilities are shown on the project plans. However, the contractor shall be solely responsible for locating all utilities within the limits of work. The phone number of the WVMIS Utility location service is 1-800-245-4848. The phone number for the Crab Orchard-MacArthur PSD (sewer) is 1-304-252-0604. The phone number for the Raleigh County PSD (water) is 1-304-683-4090. Please refer to Section 10 (Utilities) of the Specifications, and Section XIV (Utilities and Other Obstructions) of the Special Provisions.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15141
 Project: Helen (Summe) Drainage

Pre-Bid Date: 8/19/2010
 Bid Opening Date: 9/21/2010


Name: LES BOILEN
 Company: ASPEN CORP
 Address: 2400 RITTER DR
DANIELS WV 25832
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email: aspennestimator@yahoo

Name: Keith Freshout
 Company: EAGLE EXCAVATION INC
 Address: PO Box 218
Kenna W.V. 25248
 Phone #: 304 372-4378
 Fax #: 304 372-4378
 Email: _____

Name: Paul Michael
 Company: Breakaway Inc.
 Address: 1075 Old Turnpike Rd
Sutton, WV 26601
 Phone #: 304 765-5317
 Fax #: 304 765-5389
 Email: breakaway-inc@verizon.net

Name: Chris Harman
 Company: SELCO CORP.
 Address: ~~_____~~ Pineville
~~_____~~ WVA.
 Phone #: 276-880-~~_____~~2300
 Fax #: 276-880-2396
 Email: WWW.SELCOConstruction.com

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

Name: 
 Company: CLECO CORP.
 Address: Roadside VA. 24281
Praven A.
 Phone #: 276-880-1034
 Fax #: _____
 Email: WWW.CLECOCORP.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: DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th Street
Chas WV 25364
 Phone #: 304 925 0253
 Fax #: 925-4043
 Email: Jody.May@AOL.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :

DEP15141

 Project :

Helen (Summe) Drainage

Pre-Bid Date:

8/19/2010

 Bid Opening Date:

9/21/2010

Name: Brandon Eplng
 Company: Gopher Land Services, Inc.
 Address: P.O. Box 194
Beaver, WV 25813
 Phone #: 304-860-1909
 Fax #: _____
 Email: brandon.e@gopherland.com

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

Name: RONNIE BOWLING
 Company: EASTERN TANK & UTILITY
 Address: 145 KRIT LANE
PRINCETON WV 24740
 Phone #: 304-324-2692
 Fax #: 304-324-8692
 Email: RONNIE@EASTERTANKING.COM

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

Name: Don PHILLIPS
 Company: RESMER & ASSOCIATES
 Address: P.O. Box 426
Boomer WV 25031
 Phone #: 304-779-2131
 Fax #: 304-779-2859
 Email: d.phillips@resmerassociates.com

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

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

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