



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
DEP15343

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
04/04/2011				

BID OPENING DATE: **04/14/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 1*****</p> <p>ADDENDUM ISSUED FOR THE DRAWDY CIRCLE PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND SPECIFICATION REVISIONS RESULTING FROM THE 03/17/11 MANDATORY PRE-BID MEETING.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/14/11 AT 1:30 PM.</p> <p>*****NO OTHER CHANGES*****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP15343 ***** TOTAL: _____</p>						

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).

**Req # DEP 15343
Drawdy Circle Portals
Addendum #1**

REVISIONS TO SPECIFICATIONS

ARTICLE II – BIDDING INFORMATION – 8.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES – Add “The Contractor will have 120 days from the date of the Notice-to-Proceed to complete construction activities on the project. The \$250 per day liquidation damage clause will be in effect after the 120 days. However, the total performance period will be 365 days from the date of the Notice-to-Proceed for invoicing purposes.”

Specification 10.1 – Eliminate “installing a bat gate mine seal.” There are no bat gate mine seals on this project.

Specification 10.3 – Now reads “Any water discharged during mine seal installation shall meet minimum effluent standards as set forth by West Virginia Surface Mining Regulations.” Revise to read “Any water discharged during mine seal installation shall be treated to between a minimum ph of 6.0 to a maximum ph of 9.0.”

QUESTIONS AND ANSWERS AT PORTALS 1 AND 2

Q: Do these residents have sewage service?

A: The locations of the septic tanks and sewage lines are unknown. The contractor is responsible for locating and protecting all utilities.

Q: Do these seals get riprapped?

A: Yes, as shown on the drawings.

Q: Does the riprap get grouted?

A: No.

Q: Do we have to backfill the whole ledge?

A: No, only the ledge in front of the wet mine seal bulkhead.

Q: Are the work limits to the edge of the fence?

A: The work limits are as shown on the drawings.

Req # DEP 15343
Drawdy Circle Portals
Addendum #1

Q: That big rock that has fell do we have to just work around it? Do we have to put stone up over it?

A: Some work around and over the rock may be required to access the mine porta in order to install the seal. The whole ledge does not have to be backfilled, just the area of the wet mine seal.

Q: Do we have to build a temporary stream crossing for each mine seal?

A: To access Portal 3 a temporary stream crossing will be required. To access Portals 1 and 2 a temporary stream crossing will not be required but would be allowable at no additional cost to the WVDEP.

QUESTIONS AND ANSWERS AT PORTAL 3

Q: Move this trash over?

A: No, the trash in front of Portal 3 will have to be removed and disposed of properly.

Q: How about the trash within the mine opening?

A: Yes, it will be removed and disposed of also.

Q: Is driveway stone a bid item?

A: Yes, an item for crusher run stone is on the bid sheet.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15343
Project: Orandy Circle Portals

Bid Date: 4/14/11
Pre-Bid Date: 3/17/11

Name : Harrison Brunner
Company: Green Mountain Co
Address: 611 South St
Charleston WV 25304

Phone #: 304-925-0253
Fax #: 304-925-9330
Email : Judy ~~664~~ ^M@goc.com

Name : Barrie F. Foster
Company: EAGLE CONTRACTORS LLC
Address: 1721 WINFIELD ROAD
WINFIELD WV 25213

Phone #: 304-552-7781
Fax #: 304-755-3150
Email : edest@gefinc.com

Name : Robert Barnes
Company: BARNES EXC. INC.
Address: P.O. BOX 13384
SISSONVILLE
WV 25360

Phone #: 304-984-1725
Fax #: 304-984-0074
Email : BARNSEXC@AOL.COM

Name : WISEMAN EXCAVATING
Company: JOE WISEMAN
Address: RT 1 BOX 190
LIBERTY WV 25124

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

Name : Dick LeMaster
Company: LTL Contracting
Address: 1306 18th St
VIRGINIA WV 25105

Phone #: 304 991 1614
Fax #: 304 295 5592
Email : _____

Name : Mandy Tyler / Bill Whittaker
Company: Building & Utility Systems
Address: P.O. Box 160
Jumping Branch, WV 25169

Phone #: (304) 466 3412
Fax #: (304) 466 3746
Email : hittingandutilitysystems@subdrentk mail.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 : ~~AD@E~~

Name : IRA RASH
Company: Nemesis Contracting
Address: 44446 Pond Fork Rd
Wharton WV 25208

Phone #: 304-247-6934
Fax #: _____
Email : irash@NemesisContracting.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15343
 Project: Drawdy Circle Portals

Bid Date: 4/14/11
 Pre-Bid Date: 3/17/11

Name : Ann Wazorkin
 Company: EASTERN ARROW
 Address: PO BOX 4108
CHARLESTON WV
25364

Phone #: 304-414-0255
 Fax #: 0256
 Email : easternarrow@hotmail

Name : MIKE ROSE
 Company: GOPHER LAND
 Address: PO BOX 194
BEAVER WV 25813

Phone#: 304 860 1909
 Fax #: SAME
 Email : mrose@suddenlink.net

Name : Bob Crulenburg
 Company: DCI SHIRTS
 Address: 1254
Blue Bell WV 24701

Phone #: 304 693 9388
 Fax #: 304 923 3037
 Email : Bob.Crulenburg@dcimail.com

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

Name : Mark Lester
 Company: Lester's Excavating Inc.
 Address: 221 Foundation Fork
Simons, WV 24882

Phone #: 304 673-6907
 Fax #: 304 664-3094
 Email : Lesters Excavating @Yahoo.com

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

Name : Ashley Adkins
 Company: Aspen Corporation
 Address: 2400 Riffe-Dave
Daniels WV 25232

Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email : jadkins@aspen-golf.com

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