



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
DEP15361

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
04/13/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE MONONGAH (CAIN) PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING HELD ON 03/29/2011.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/26/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15361 ***** 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).

Addendum #1 - Questions During Pre-Bid Meeting

For DEP 15361

Monongah (Cain) Portals

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

General Comments:

1. Paragraph #2 for Section 9.1 of Specifications now reads:

Site #2 - This work shall consist of dewatering the existing mine pool, excavating the mine opening, installing the 51" x 66" Bate Gate Mine Seal and backfilling the opening to near original grade.

Paragraph #2 for Section 9.1 of Specifications shall read:

Site #2 and Site #3 - This work shall consist of dewatering the existing mine pool, excavating the mine opening, installing the 51" x 66" Bate Gate Mine Seal and backfilling the opening to near original grade.

2. The existing road culvert located on Site #1 that is to be abandoned for the installation of the new 30" HDPE shall be fully grouted as part of the abandonment process. The cost of grouting the abandoned culvert shall be incidental to the installation of the new 30" HDPE as described under Section 7.1 Drainage Structures.

Questions:

1. **Q.** Will the water from the mines need to be treated?
A. Yes. The water must be treated to a pH of 6.0 to 9.0 during the dewatering process.
2. **Q.** How wide is the road stone on site #3?
A. The road stone will be 10' wide and 3" in depth. This will be the requirement for the stone at the completion of the project.
3. **Q.** Can we cross Booth Creek with our equipment to get to site #2?
A. No. No equipment will be allowed in the stream except for the area where the bridge is to be removed from the stream. We have 150 LF of stream access approved at that site.
4. **Q.** Will we clean up any of the trash on the bank below site #3?
A. No. The only trash that we will cleanup will be located inside the construction limits.

The Contractor shall have 150 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 150 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15361
Project: Monongah (Cain)

Bid Open Date: April 26, 2011
Pre-Bid Date: March 29, 2011

Name : Harrison Bowman
Company: Green Mountain Co
Address: 511 50th St
Charleston WV 25304

Phone #: 304-925-0253
Fax #: 304-925-9230
Email : Jodymay@aol.com

Name : DENNIS ELBON
Company: COWGIRL UP INC
Address: P O Box 243
SIMPSON, WV 26435

Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DLE-COWGIRLUP@EARTHLINK.NET

Name : MIKE FURCONE
Company: ATC ASSOC
Address: 3 TERRAL HANE
Berlin, NJ

Phone #: 330-610-1232
Fax #: 609-386-7951
Email : MIKE@ATCFURCONE.COM

Name : Don Vincent
Company: Breakway, Inc
Address: 1075 Old Turnpike Rd
Sutton WV 26601

Phone #: 304 765-5317
Fax #: 304-765-5389
Email : denv@breakwaywv.com

Name : Edward Wolfe
Company: Wolfe Run Excavating
Address: 116 Wolfe Run Rd
Tunnelton WV 26444

Phone#: 304-698-4977
Fax #: 304-892-3314
Email :

Name : BRIAN CANTRELL
Company: ANDERSON EXCAVATING LLC
Address: 343 Williams Road
Morgantown, WV 26501

Phone#: 304-983-2296
Fax #: 304-983-4755
Email : bcantrell@andersonexcavatingllc.com

Name : Ashley Atkins
Company: Aspen Corporation
Address: 2400 Ritter Drive
Daniels WV 25832

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

Name : DENNIS COOK
Company: COOK BROS INC
Address: RT 1 Box 196-D
Fairmont WV 26534

Phone#: 304-287-7109
Fax #: 304-287-7693
Email : COOKBROSINC@AOL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15361
Project: Monongah (Cain)

Bid Open Date: April 26, 2011
Pre-Bid Date: March 29, 2011

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: P O Box 2049
Buckhannon WV
26201
Phone # 304 472 8890
Fax # 304 472 8897
Email JAMES.ALLEN@JFALLENCO.COM

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

Name : Lynn Crayne
Company: Howard Concrete Pumping Co
Address: 701 Millers Run Road
Caddy PA - 15031
Phone #: 412-257-1800
Fax #: 412-257-8380
Email : lcrayne@howardconcretepumping.com

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