



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
 DEP15403

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
04/19/2011				

BID OPENING DATE: 05/11/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.1 *****						
ADDENDUM ISSUED FOR THE FAIRMONT FIVE SUBSIDENCE PROJECT IN MARION CO. TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 04/12/2011.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 05/10/11 TO 05/11/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15403 ***** TOTAL:						

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).

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 15403
 Project: Fairmont Five Subsidence

Bid Date: 5/10/2011
 Pre-Bid Date: 4/12/2011

Name : Scott Bruchart
 Company: J.E. Allen Co
 Address: Rt Box 2019
Beckham WV
26201
 Phone #: 304-472-8870
 Fax #: 304-472-8897
 Email : JAMES.ALLEN@JAllenCo.com

Name : Chad Bilotta
 Company: Anderson Excavating
 Address: 343 Williams Rd
Morgantown WV 26501
 Phone#: 304-983-2296
 Fax #: 304-983-4755
 Email : cbilotta@AndersonExcavating.com

Name : Nathan Zuni
 Company: Coastal Drilling East
 Address: 70 Sun Springs Rd
Morgantown, WV 26508
 Phone #: 304-291-0175
 Fax #: 304-291-0671
 Email : nzeni@shuffelbills.com

Name : DENNIS COOK
 Company: COOK BROS INC
 Address: rt 1601 190-D
Fairmont WV 26554
 Phone#: 304-287-7107
 Fax #: 304-287-7693
 Email : COOKBROSINC@Dob.com

Name : Frank Howard
 Company: Howard Concrete Pumping
 Address: 701 Millers Run Rd
Caddy Pa 15032
 Phone #: 412-257-1800
 Fax #: 412 257 8380
 Email : FHoward@HowardConcretePumping.com

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

Name : Spencer Woodell
 Company: Cowgirl Up Inc
 Address: Po 243
Simpson WVa 26435
 Phone #: 304 739 4397
 Fax #: 304 739 4401
 Email : _____

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

Addendum #1 - Questions During Pre-Bid Meeting

For DEP 15403

Fairmont Five Subsidence

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. No changes were made to the plans.

Questions:

1. **Q.** How deep is it to the coal seam?
A. Information is noted on plan sheets under general notes along with the bore hole data.
2. **Q.** Has all the houses affected settled with insurance company on their damages?
A. Yes, to our knowledge.
3. **Q.** Is there water damages in the homes or just settling damage?
A. Damages are from settling only.
4. **Q.** Reference Little residence, what kind of problem is homeowner having?
A. Settling and cracking.
5. **Q.** Are there any angle holes?
A. No.
6. **Q.** Reference Bachman residence, is this location in the limits of Whitehall?
A. Yes.

The Contractor shall have 180 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 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.