



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
DEP15420

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
05/04/2011				

BID OPENING DATE: **05/24/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO.1 *****					
	ADDENDUM ISSUED FOR THE BARKER PORTALS & STRIP PROJECT IN BARBOUR CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE REVISED BID SCHEDULE AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 04/26/11.					
	BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/24/11 AT 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001	1	JB		962-73		
	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES					
	***** THIS IS THE END OF RFQ DEP15420 ***** 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 15420

Barker Portals & Strip

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.

1. The project shall be bid in accordance with the attached revised Bid Schedule.
2. Item 5.4 under Section 5.7 of the specifications shall be "Rock Outlet Sediment Trap", per each.
3. Item 5.5 under Section 5.7 of the specifications shall be "Pipe Riser Sediment Trap", per each.
4. Item 7.3 under Section 7.5 of the specifications shall be "Geosynthetic Clay Liner Channel – Type C", per linear foot.
5. Item 7.5 under Section 7.5 of the specifications shall be "Grouted Riprap Channel – Type E", per linear foot.
6. Item 7.6 under Section 7.5 of the specifications shall be "Geosynthetic Clay Liner Channel – Type F", per linear foot.
7. When reference is made to conveyance pipe in Sections 9.0 and/or 11.0 of the specifications, it shall be understood to mean 12-inch diameter solid SDR 35 pipe used to convey drainage from either a wet mine seal or underdrain, as the case may be. There is no such thing as perforated conveyance pipe. Any 12-inch diameter perforated SDR 35 pipe associated with wet mine seals or underdrain shall be included in the unit cost bid for either the wet mine seals or underdrains bid item. As such, Detail 10/31 of the plan drawings is not applicable to anything. The detail indicating $\frac{3}{4}$ " diameter perforations associated with Detail 5/33 applies to the pipe referenced in Section 11.2 of the specifications, which is not the same as the pipe referenced in Section 9.2.4 of the specifications associated with the wet mine seal details shown on Sheet 31 of the plan drawings.
8. Any conveyance pipe required in association with underdrains as described in Section 11.0 of the specifications and as shown by detail 5/33 in the plan drawings shall be paid under Item 9.5 of the Bid Schedule.
9. Collection ditches shown on the plan drawings refers to ditches provided as part of the SWPPP required for the storm water permit. Detail 11/31 of the plan drawings applies to these ditches and they are paid under Item 7.8 of the Bid Schedule.

Addendum #1 - Questions During Pre-Bid Meeting
DEP 15420
Barker Portals & Strip

Questions:

1. **Q.** How many property owners are there on this project?
A. Four.

2. **Q.** What happens if the contractor does not get construction finished before winter as far as the 180 days time limit is concerned due to the amount of time required to build the access road and since he cannot begin reclamation activities until the access road construction is completed?
A. A winter shutdown will be granted if necessary that does not count against the 180 days construction period.

3. **Q.** How many ponds are to be cleaned out as part of the scope of work?
A. Two.

4. **Q.** What coal seam was mined on this project ?
A. Kittanning.

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.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 15420
 Project: BARKER P + S

Bid Date: 5/24/11
 Pre-Bid Date: 4/26/11

Name : DAVID H. BOWMAN
 Company: GREEN Mountain Co.
 Address: 511 50th STREET
Chas WV 25304

Phone #: 304-925-0253
 Fax #: 925-9230
 Email : DHBC722@Yahoo.com

Name : Junior Stanley
 Company: Stanley Industries, Inc
 Address: 7 Maple Lake
Bridgeport WV 26330

Phone #: 304-842-8560
 Fax #: 304-842-8609
 Email : gstanley@ma.rr.com

Name : Doss Enterprises
 Company: 17193 US Hwy 33 W
 Address: LINN WV 26384
Rodney Somerville

Phone #: 304-269-5895
 Fax #: 304-269-4025
 Email : EXCAVATION@DossEnterprises.com

Name : Ronnie Young
 Company: Tri-State Pipe Lines Inc
 Address: 6351 US Route 60 EAST of 3
Bankersville WV 26504

Phone #: 304-733-6801
 Fax #: 304-733-6803
 Email : ronnie.young@Tri-StatePipeLines.com

Name : Francis Jennings
 Company: Sand Hill LLC
 Address: 1190 Evansville Pike
Thornton WV 26440
Hydro seeding subcontractor

Phone #: 304-892-2901
 Fax #: 892-3333
 Email : SandHillLLC@Highway.net

Name : Abby Adkins
 Company: Aspen Corporation
 Address: 2400 Ritter Drive
Daniels WV 25832

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

Name : MIKE FURLONG
 Company: AK ASSOC
 Address: 2 TERRA MARK
REARINGTON NJ 08016

Phone #: 330-620-1232
 Fax #: 790-544-6065
 Email :

Name : BARRIE F. FOSTER
 Company: EAGLE CONTRACTORS, LLC
 Address: 1721 Winfield Road
WINFIELD WV 25213

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 15420
Project: BARKER PFS

Bid Date: 5/24/11
Pre-Bid Date: 4/26/11

Name : Ann Wainman
Company: EASTERN ANNO
Address: PO Box 4108
CHARLESTON WV
25364
Phone #: 304-414-0255
Fax #: 0255
Email : eastann@earthlink.net

Name : Matt Evans
Company: Pro Contracting, Inc
Address: PO Box 2442
Clarksburg, WV
Phone #: 304 622-2400
Fax #: 304 622-2410
Email : MEvans4@mailcity.com

Name : Kevin Bradford
Company: Pineville Paving & Excavations, Inc.
Address: P.O. Box 1290
Pineville WV 24874
Phone #: 304-732-8303
Fax #: 304-732-7855
Email : KDBPPI@AOL.COM

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

Name : Scott Broschart
Company: J.F. 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 : DENNIS C ELBON
Company: COWGIRL WP INC
Address: PO Box 343
SIMPSON, WV 26435
Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DCE-COWGIRL-WP@EARTHLINK.NET

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