



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  
**DEP15441**

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	FOB	FREIGHT TERMS
07/06/2011				

BID OPENING DATE: **07/20/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.1 *****						
ADDENDUM ISSUED FOR THE ENGLISH PORTALS PROJECT IN MCDOWELL CO, WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, REVISIONS TO SPECIFICATIONS, REVISED DRAWINGS, AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 06/22/2011.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 07/20/2011 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15441 ***** 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.f.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.f.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

PRINT LEGIBLY

RFQ # : DEP15441  
Project: English Portals

Bid Date: 7/20/11  
Pre-Bid Date: 6/22/11

Name : Rusty Sarver  
Company: Main Street Builders  
Address: PO Box 309  
Princeton WV 24740

Name : Wes Adair  
Company: AGA ENERGY INC  
Address: 151 STEWART ST  
WELCH WVA 24801

Phone #: 304-487-3912  
Fax #: 304-425-2171  
Email : rustysarver@gmail.com

Phone#: 304-320-3961  
Fax #: 304-436-5111  
Email : Wesadair@hotmail.com

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO Box 13015  
Sissonville, WV 25360

Name : Ann Hancock  
Company: EASTERN ARROW  
Address: PO Box 6108  
CHARLESTON, WV  
25362

Phone #: 304-984-1115  
Fax #: 984-2770  
Email : RCarpent103@aol.com

Phone#: 304-614-0255  
Fax #: 0256  
Email : easternarrow@hotmail.com

Name : DAVID H. BOWMAN  
Company: GREEN MOUNTAIN CO.  
Address: 511 50th ST.  
Charleston WV  
25304

Name : James H. Hazzard Jr  
Company: HAZARD EXCAVATION & ERECTION  
Address: P.O. Box 348  
Kimball, WV 24853

Phone #: 304 925 0253  
Fax #: 925-9230  
Email : DHB722c@yahoo.com

Phone#: 304-585-7860  
Fax #: 585-7062  
Email :

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

Name : Derrick Sears  
Company: FOSTER SUPPLY  
Address: PO Box 488  
Scott Depot WV 25360

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

Phone#: 304-553-6565  
Fax #: 304-755-8280  
Email : dsears@fostersupply.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15441  
Project: English Partals

Bid Date: 7/20/11  
Pre-Bid Date: 6/22/11

Name : Trevor Thaxton  
Company: Thaxton Construction  
Address: 153 Whitetail Lane  
25360

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: (304) 984-2299  
Fax #: \_\_\_\_\_  
Email : mother.hubbard@qad.com

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

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**Req # DEP 15441  
English Portals  
Addendum #1**

**REVISIONS TO SPECIFICATIONS**

Specification 8.2.4 – third paragraph - Now reads “Anchor bolts, nuts and washers shall consist of 5/8” diameter high strength A325 steel.” Revise to read “Anchor bolts, nuts and washers shall consist of 1” diameter high strength A325 steel.”

Specification 8.3 – third paragraph – third sentence – Now reads “The ring shall be fastened to the pipe by drilling holes through the pipe and steel ring to allow eight (8) 5/8” diameter bolts to be connected with nuts and washers to a tight fit.” Revise to read “The ring shall be fastened to the pipe by drilling holes through the pipe and steel ring to allow eight (8) 1” diameter bolts to be connected with nuts and washers to a tight fit.”

**REVISIONS TO DRAWINGS**

See the revised and attached drawing “PIPE RING SECTION – ADDENDUM NO. 1”.

**QUESTIONS AND ANSWERS**

Q: What kind of utilities are along this road?

A: Utilities are unknown. The Contractor is responsible for the utilities as outlined in Special Provision XV “UTILITIES AND OTHER OBSTRUCTIONS” in the construction specifications.

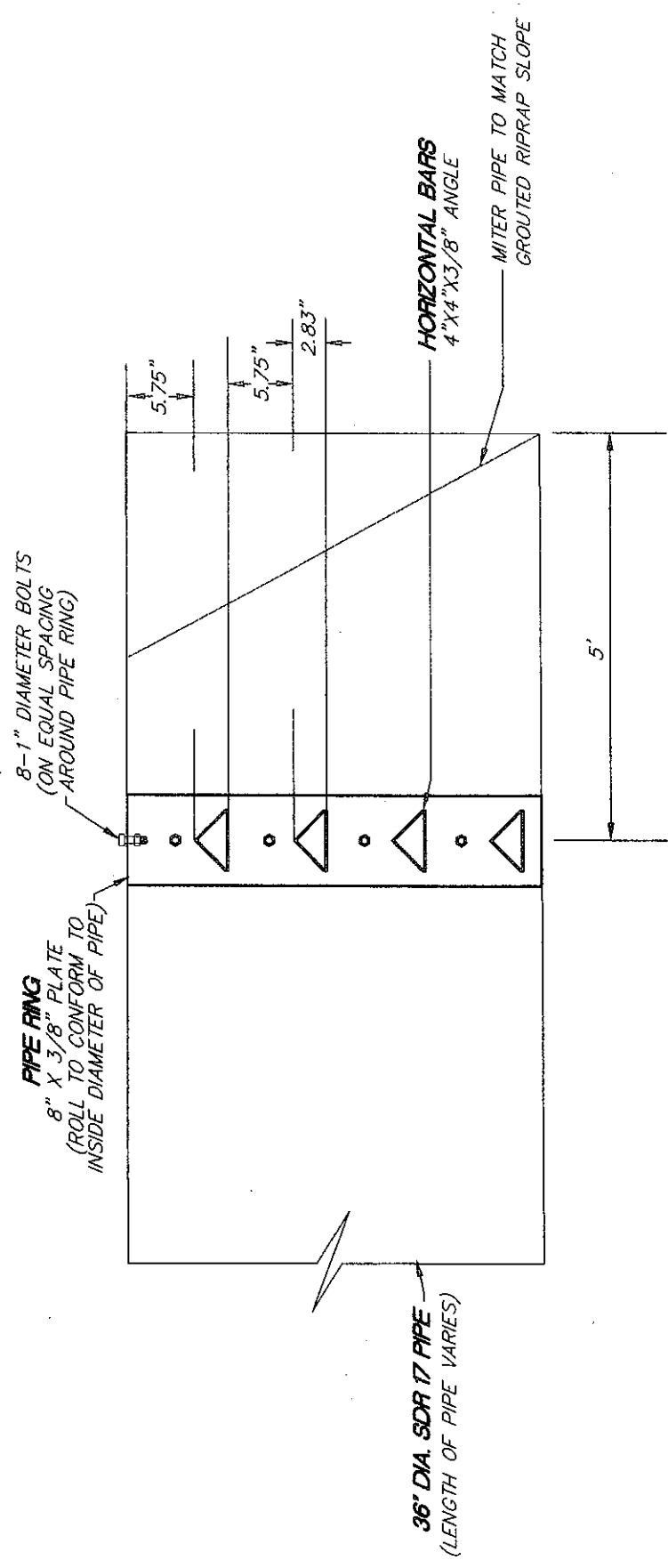
Q: What size pipe is to be used for the bat gate?

A: The pipe is to be a 36” diameter SDR 17 High Density Polyethylene solid wall pipe as outlined in Specification 8.2.3.

Q: How far back within the mine opening do we have to remove trash.

A: As far back as the excavator bucket will reach.

Req # DEP 15441  
English Portals  
Addendum #1



**PIPE RING SECTION**  
**ADDENDUM NO. 1**  
NTS