



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
DEP15455

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	FOB	FREIGHT TERMS
07/05/2011				

BID OPENING DATE: 07/21/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE CHURCH CREEK / MANOWN HIGHWALL PROJECT IN PRESTON CO., WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATOR PRE-BID MEETING ON 06/23/2011.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 07/21/2011 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB	962-73	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
***** THIS IS THE END OF RFQ DEP15455 ***** 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 # : DEP 15455
Project: Church Creek / Mandown Highway

Bid Date: 7-21-2011
Pre-Bid Date: 6-23-2011

Name : RANDY CALKINS
Company: STANTEC CONSULTING
Address: 1 Moore Ave.
BOCKHANNON, WV

Phone #: 304-472-7140
Fax #: 304-472-6239
Email : RANDY.CALKINS@STANTEC.COM

Name : DENNIS C. ELBON
Company: COYGIRLUP INC
Address: PO Box 243
SIMPSON, WV 26435

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

Name : MIKE FURLOW
Company: ATK ASSOC
Address: 3 TERRAL AVE
BURLINGTON, NJ

Phone #: 330-620-1232
Fax #: 740-544-0065
Email : _____

Name : James Cooper
Company: TRI-STATE PIPELINE, INC
Address: 6351 US Rt 60 EAST, SUITE 3
Parboesville, WV 25504

Phone #: 304-733-6801
Fax #: 304-733-6803
Email : jamescooper@tri-statepipeline.com

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

Phone#: 304-925-0253
Fax #: 925-9230
Email : DHB 722@yahoo.com

Name : Gary E. Stanley
Company: Stanley Ind. Inc.
Address: 7 Maple Lake
Bridgport WV
26330

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

Name : Rogers Carpenter
Company: Carpenter Reclamation
Address: P.O. Box 13015
Charleston WV 25360

Phone#: 304-984-1115
Fax #: _____
Email : _____

Name : JAMES ALLEN
Company: J F ALLEN
Address: PO BOX 2049
Bockhannon WV
26201

Phone#: 304 472 8890
Fax #: 304 472 8897
Email : JAMES.ALLEN@JFALLENCO.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15455 Bid Date: 7-21-2011
 Project: Church Creek / Meadows Pre-Bid Date: 6-23-2011

Name : Amy Ward Will
 Company: Eastern Arrow
 Address: PO Box 4108
Charleston WV
25361
 Phone #: 304-414-0255
 Fax #: 0256
 Email : easternarrow@hotmail.com

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

Name : Stan Lewis
 Company: P.R.O Contracting Inc
 Address: 315 Riverside Dr
Clarksburg, WV 26301
 Phone #: 304-622-2400
 Fax #: 304-622-2410
 Email : _____

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

Name : Jason L. Workman
 Company: Maintainer Contractors, Inc.
 Address: P.O. Box 606
Kingwood, WV 26537
 Phone #: (304) 329-2129
 Fax #: (304) 329-2200
 Email : jason.workman@aciswv.com

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

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

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

Addendum #1 - Questions During Pre-Bid Meeting
Church Creek/Manown Highwall
DEP15455

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.

Questions:

Q. How deep is the fiber Optic Line?

A. Unknown.

Q. What is the dimension the large rock need broken down to?

A. Can "not" be larger than 24 inch in any direction, as stated within the specs.

Q. Do you have water quality data on the water?

A. Yes, provided within the specifications.

Q. Site two, sheet one, is the coal seam below water level?

A. Yes.

The Contractor shall have 270 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 270 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.