



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
DEP15482

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
08/03/2011				

BID OPENING DATE: 08/25/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE NEWTON (KINDER) POTALS PROJECT IN MINGO CO. TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 07/21/2011.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 08/25/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15482 ***** 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).

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Addendum #1
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- Item 1: The Contractor shall have 150 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage 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.
- Item 2: Correction - On Sheet D-3, the Bat Gate Front View dimension between horizontal bars is 5.75 inches.
- Item 3: Q - Can the concrete pad behind the porch be removed? (Site 1)
A - Yes. Contractor is responsible to repair or replace or modify to property owner's satisfaction.
- Item 4: Q - What is the size of the ditch between the house and rock ledge? (Site 1)
A - 12 inches.
- Item 5: Q - Is access allowed to the house to videotape before construction? (Site 1)
A - Yes. Contractor should contact property owner to arrange.
- Item 6: Q - The coal seam is divided between the proposed drain pipes of the bat gate. Are two pipes required? (Site 1)
A - No. Just one hole and one pipe is required to drain the mine seal.
- Item 7: Q - Where is the sewer line? (Site 1)
A - Contractor is responsible to locate sewer line and all other utilities. A manhole is visible in the front yard for the sewer system.
- Item 8: Q - Does the existing boulder have to be left in place during construction? (Site 1)
A - No. It can be moved or removed if necessary.
- Item 9: All bridges are outside of the construction limits on Site 2.
- Item 10: Access to Site 2 is in the yard area between grape vines, fruit trees and house. Contractor must lay out the access route before construction to the satisfaction of both the property owner and WVDEP.
- Item 11: Q - Will work in the creek be allowed during fish spawning? (Site 2)
A - Project was reviewed and approved by the WV Division of Natural Resources. No special restrictions are necessary for fish or other wildlife. Approved construction methods may be used for crossing and working adjacent to the creek. The stream may not be restricted or dammed.

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- Item 12: Q - Will the bat gate construction season be extended?
A - Independent from this project, we are pursuing an extension of the bat gate construction season. However, for purposes of this bid, please assume that the bat gate construction season will not be extended.
- Item 13: Q - Will a waiver be required for the temporary stream crossing? (Site 2)
A - No. The proposed temporary stream crossing was approved by the Army Corps of Engineers in the Section 404 Permit that has been obtained.
- Item 14: Q - Site 2 shows five mine seals on the bench. Will Contractor be paid for all mine seals proposed if less than five seals are constructed?
A - No, only mine seals that are constructed will be paid for, as per the bid sheet.
- Item 15: Q - What is the name of the foam supplier for the foam mine seals? (Site 5)
A - Foam Concepts, LLC Equipment less Foam Sealant or an Engineer approved equal, as stated on page 47, item 10.2.6 of the Specifications.
- Item 16: Extra caution is needed in all residential/yard areas that are used for project access. Access is shown on the plans. If an alternate access is desired, the Contractor should obtain their own access agreements from the respective property owner(s).
- Item 17: Q - Is the pipe across the paved roadway open cut? (Site 4)
A - Yes. A WVDOT MM-109 permit will be applied for.
- Item 18: A traffic control plan will be required for the open cut across the paved roadway mentioned in Item 17 above. (Site 4)
- Item 19: On Site 4, Sheet 13, any additional costs to protect the sanitary sewer line, or any other pipes or utilities that are under the proposed Stabilized Construction Entrance will be considered incidental to the cost of the Stabilized Construction Entrance with no additional cost allowance.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

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Req. #: DEP15482
 Project: Newtown (Kinder) Portals

Pre-Bid Date: 7/21/2011
 Bid Opening Date: 8/25/2011

Name: DENNIS C. ELSON
 Company: COG GIRL UP INC
 Address: PO Box 243
 SIMPSON WV 264195
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email: DCE@COGIRLUP@EARTHINKS.NET

Name: BRAD WISEMAN
 Company: WISEMAN EXCAVATING
 Address: RT 1 BOX 190
 LIBERTY WV 25124
 Phone #: 304-586-3736
 Fax #: 304-586-3789
 Email:

Name: Harrison Bowman
 Company: Green Mountain co
 Address: 511 50th St
 Charleston WV 25304
 Phone #: 304-925-0233
 Fax #: 304-925-9230
 Email: DAB722@yahoo.com

Name: Justin Thornton
 Company: Thornton Construction Co, Inc
 Address: P.O. Box 13279
 Charleston, WV 25360
 Phone #: 304-984-2299
 Fax #: 304-984-2334
 Email:

Name: GEORGE FRESHOUR
 Company: EAGLE EXCAVATION, INC
 Address: P.O. BOX 218
 KENNA WV 25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email: NONE

Name: Randy Carpenter
 Company: Carpenter Reclamation, Inc
 Address: PO BOX 13015
 Sissonville WV 25360
 Phone #: 304 984-1115
 Fax #: 984 2770
 Email: RCarpenter3d@aol.com

Name: DONALD BROWNING
 Company: Browning & Son's Const
 Address: RD. BOX 1111
 FORT GAY, WV. 25514
 Phone #: 304-730-5323
 Fax #: 304 648 5678
 Email: DBBrowning@FANTIERI.COM

Name: Doug Vincent
 Company: Breakaway Inc
 Address: 1075 Old Turnpike Rd
 Sutton WV 26601
 Phone #: 765-5317
 Fax #: 765-5389
 Email: doug@breakawaywv.com