



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
DEP15549

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
10/03/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.1 *****						
ADDENDUM ISSUED FOR THE CLOTHIER (LEGG) PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET, SPECIFICATION REVISIONS, THE Q/A, AND REVISED DRAWING #3 AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 09/20/2011.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 10/18/2011 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15549 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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).

**Req # DEP 15549
Clothier (Legg) Portals
Addendum #1**

REVISIONS TO SPECIFICATIONS

Article II – Bidding Information – 8.0 “Time of Completion and Liquidated Damages” - Time of completion for construction is 120 days. The 365 day time frame is for billing purposes.

Special Provision III - Add "Structure Demolition" to the Scope of Work.

Specification 4.1 - Second paragraph - last sentence - Now reads "This work also consists of removing 5 large trees from the locations shown on the drawings." Revise to read "This work also consists of removing 7 large trees from within the construction limits."

Specification 4.2.11 - First sentence - Now reads "Five (5) large trees shall be removed from the site at the locations shown on the drawings. Revise to read "Seven (7) large trees shall be removed from within the construction limits."

Specification 10.5 - Pay Item 10.2 - Now reads "per bag". Revise to read "per 50 pound bag".

Specification 11.2 - Eliminate the last sentence that reads "The site shall be regraded to drain toward the highway ditch as shown on the drawings."

REVISIONS TO DRAWINGS

See revised and attached Drawing 3 "Reclamation Plan". The tree symbol denoting trees to be removed has been added to the legend.

**Req # DEP 15549
Clothier (Legg) Portals
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QUESTIONS AND ANSWERS

Q: Is compaction required around the pipe?

A: Yes, as outlined in Specification 7.3.1 "Pipe".

Q: You would like to see compaction tests submitted or you will?

A: Failure to submit compaction tests for items requiring compaction will result in non-payment of those items as outlined by Specification 3.3.5.

Q: Does the landowner use the water out of the mine? Will we have to provide him with water?

A: The landowner does not use the water for his household and is connected to a public water supply. The Contractor will not be required to provide the landowner with water.

Q: How deep is the pipe that goes by the swimming pool?

A: The proposed depth of the pipe is shown on the mine seal discharge pipe profile.

Q: How much water does the cistern hold?

A: The cistern detail on the drawings shows the cistern is to hold 18" of water below the bottom of the discharge pipe.

Q: Are we going to take the big poplar out too?

A: Yes, the trees to be removed are the ones shown by tree symbols on the drawings within the construction limits.

Q: Are we just cleaning the mine opening out and putting in the seal?

A: The concrete canopy and sides are also to be demolished and removed as outlined in Specification 11.2. The canopy and sides are to be removed back to the location of the tree that is located on top of the canopy.

Q: Are we taking this structure out also? (Block structure beside driveway)

A: Yes, as shown on the drawings.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15549
Project: Clutnier (Leag) Portals

Bid Date: 10/18/11
Pre-Bid Date: 9/20/11

Name : Keith Freshour
Company: EAGLE Excavation INC
Address: P.O Box 218
Kenna WV 25248

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

Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email : _____

Phone#: 304-984-1115
Fax #: 984-2770
Email : Rcarper103@901.com

Name : Ann Harwood
Company: EASTERN ARROW
Address: PO Box 4108
CHARLSTON WV
25364

Name : GOPHER LAND SERVICES
Company: MIKE ROSE
Address: PO Box 194
BEAVER WV 25813

Phone #: 304-414-0255
Fax #: 0256
Email : easternarrow@hotmail.com

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

Name : Dale Thaxton
Company: Thaxton Const Co
Address: PO Box 13279
Charleston WV
25360

Name : BRAD WISEMAN
Company: WISEMAN EXCAVATING
Address: RT 1 Box 1906 Liberty
WV 25124

Phone #: 984 2299
Fax #: 984-2334
Email : _____

Phone#: 304 586-3736
Fax #: 304-586-3789
Email : _____

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

Name : _____
Company: _____
Address: _____

Phone #: 304 925 0253
Fax #: 9230
Email : DHB722@earthlink.net

Phone#: _____
Fax #: _____
Email : _____