



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
DEP15621

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

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
12/06/2011				

BID OPENING DATE: 12/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM IS ISSUED FOR THE "WILKINSON (JUDE) DRAINAGE" PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A'S RESULTING FROM THE MANDATORY PRE-BID MEETING ON 11/15/2011.		
				"BID OPENING IS CHANGED" FROM: 12/08/2011 @ 1:30PM TO: 12/15/2011 @ 1:30PM		
				NO OTHER CHANGES		
				END OF ADDENDUM NO.1		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15621 ***** 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.

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**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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Wilkinson (Jude) Drainage  
Addendum #1**

**REVISIONS TO SPECIFICATIONS**

ARTICLE II – BIDDING INFORMATION – 8.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES – Add “The Contractor will have 120 days from the date of the Notice-to-Proceed to complete construction activities on the project. The \$250 per day liquidation damage clause will be in effect after the 120 days. However, the total performance period will be 365 days from the date of the Notice-to-Proceed for invoicing purposes.”

**QUESTIONS AND ANSWERS**

QUESTIONS ASKED AT SITE 1

Q: Access at Site 3 is across an existing septic tank?

A: Yes.

Q: Is the water level in the piezometer at the top of the mine at Site 1?

A: The level was within a foot of the top several months ago. The water level may fluctuate.

Q: Do we have to remove the access road to the piezometer?

A: No but must revegetate the disturbance.

Q: Will the Contractor have to remove the power pole at underdrain location at Site 1?

A: Possibly. For utility relocation specifications refer to Special Provision XV.

Q: Does the underdrain drain that way ?

A: The underdrain is to drain as shown on the drawings.

Q: Did you core drill the underdrain location to see if there is rock?

A: No.

Q: What is the size of the underdrain?

A: The underdrain size is shown on the drawings.

**Req # DEP 15621**  
**Wilkinson (Jude) Drainage**  
**Addendum #1**

Q: Is the underdrain discharge pipe supposed to be installed within the paved lot?

A: Yes. The underdrain discharge pipe is to be constructed as shown on the drawings.

Q: Will we be on the railroad right-of-way with the pipe?

A: No.

Q: Will railroad insurance be required?

A: No.

Q: How much backfill goes over the mine seal?

A: The mine seal is to be backfilled as shown on the drawings.

Q: Where does this road go?

A: To the landowners shop building and also to the piezometer location.

Q: Will anyone be driving through this road here while we are working?

A: Coordinate with the owner on when the road will be closed and for how long.

QUESTIONS ASKED AT SITE 2

Q: How high does the rock go at this portal backfill?

A: The portal is to be backfilled as shown on the drawings.

Q: Does the existing pipe to be replaced go to the drop inlet?

A: No, but the new pipe is to be tied to the existing drop inlet as shown on the drawings.

Q: On the subsidence hole that is to be backfilled, will we have to hammer rock in order to backfill?

A: No.

QUESTIONS ASKED AT SITE 3

Q: Is AML going to pay for a new septic tank to replace the existing one?

A: No. The Contractor is responsible for any damage to the septic tank.

Q: What about the foundation of the old water tank that is to be removed?

A: The foundation is also to be removed according to the specifications.

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**Wilkinson (Jude) Drainage**  
**Addendum #1**

Q: Does the area get regraded?

A: Yes, to blend with the surrounding grade.

Q: Is the existing septic tank metal or concrete?

A: The material and condition of the tank is unknown.

Q: How much of this trash does the Contractor have to clean up?

A: Whatever is within the construction limits.

Q: What does the Contractor have to do with the material from the road cut?

A: Most of the material will be used as fill for the access road construction. Any excess material will need to be disposed of in an off site disposal area according to specifications.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : \_\_\_\_\_  
Project: Wilkinson (Jude) Drainage

Bid Date: 12/8/11  
Pre-Bid Date: 11/15/11

Name : Randy Carpenter  
Company: Carpenter Rehabilitation  
Address: PO Box 13615  
Sissonville, WV  
25360  
Phone #: 304-984-1115  
Fax #: 984-2770  
Email : Rcarpenter@aol.com

Name : BYRON ANDERSON  
Company: BASIL CARPENTER EXCAV.  
Address: 637 CAHILL RD  
CHARLESTON WV 25312  
Phone#: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Robert L. Barnes  
Company: BARNES EXC. INC.  
Address: P.O. BOX 13384  
SISSONVILLE  
WV. 25360  
Phone #: 304-984-1725  
Fax #: 304-984-0074  
Email : BARNES EXC @ AOL.COM

Name : HARRISON BEXEMAN  
Company: GREEN MOUNTAIN CO  
Address: 511 50th St.  
CHARLESTON WV 25304  
Phone#: 304-925-0253  
Fax #: 304-925-9230  
Email : DHB722@yahoo.com

Name : DENNIS C. ELSON  
Company: CONCRETE HP INC  
Address: PO Box 243  
SIMPSON WV 26435  
Phone #: 304-739-4597  
Fax #: 304-739-4401  
Email : DCE-CONCRETEHP@GARRINK.NET

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 : JOE WISEMAN  
Company: WISEMAN EXCAVATING  
Address: RT 1 Box 190  
LIBERTY, WV  
25124  
Phone #: 304-586-3736  
Fax #: 304-586-3789  
Email : joewiseman@aol.com

Name : ANN WARDWELL  
Company: EASTRILL ALCON  
Address: PO BOX 4108  
CHARLESTON WV  
25364  
Phone#: 304-414-0255  
Fax #: 0256  
Email : easternarrow@hotmail

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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Bid Date: 12/8/11  
Pre-Bid Date: 11/15/11

Name : Joe Kubin  
Company: Aspen Corporation  
Address: 2400 Ritter Drive  
Daniels WV 25832  
Phone #: 304-763-4573  
Fax #: 304-763-4591  
Email : jkubin@aspen-golf.com

Name : Amanda Tyler  
Company: Building & Utility Systems  
Address: P.O. Box 160  
Jumping Branch, WV  
25969  
Phone# : (304) 466 3412  
Fax # : (304) 466 3746  
Email : buildingutility@yahoo.com

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