



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
DEP15740

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
03/06/2012				

BID OPENING DATE: 03/13/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.3						
ADDENDUM ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION						
1. ADDITIONAL NOTES FORM POTESTA & ASSOCIATES 2. REVISED CONTRACTORS BID SHEET 3. BID OPENING DATE REMAINS UNCHANGES AT: 03/13/2012 AT 1:30PM NO OTHER CHANGES END OF ADDENDUM NO.3						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15740 ***** 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 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).

Sundial (Hatfield) Refuse Piles

Pre-bid for construction (PBC) meeting: February 21, 2012

Consultant: Potesta & Associates (Mark Kiser, Jason Gandee)

Addendum #2

Additional notes

1. In specification 7.2.3 Grout, the mixture calls for Portland cement, fine aggregate, and water. Please note that this should read that the grout mixture shall consist of one part Portland cement, three parts sand, and water. This should not affect the bid sheet.
2. In Addendum #1, R17, reference was made to the size (diameter) of the bat gate with the expectation that the diameter normally approximates that of the coal seam. This is still correct. We anticipate that the bat gate pipe diameters will be approximately 3-6 ft. A revised bid sheet has been attached to reflect this. (Editor's note: Additional bat gates may be encountered during construction that requires different diameters.)
3. The pipe for the bat gate is corrugated HDPE pipe. (Editor's note: this may be viewed on the bat gates that have already been installed).

Sundial (Hatfield) Refuse Pile
DEP 15740
Contractor's Bid Sheet

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

Item No.	Quantity		Description	Unit Price	Amount
1.0	1	LS	Mobilization & Demobilization, cannot be more than 10 % of total bid	\$	\$
2.0	1	LS	Construction Layout Stakes, cannot be more than 5 % of total bid	\$	\$
3.0	1	LS	Quality Control, cannot be more than 3% of total bid	\$	\$
4.0	1	LS	Site Preparation, cannot be more than 10% of total bid	\$	\$
5.1	10,000	LF	Silt Barriers	\$	\$
5.2	25	EA	Stone Check Dam	\$	\$
6.1	40,000	SY	Erosion Control Matting (per plan view)	\$	\$
6.2	110	AC	Revegetation (per plan view acre)	\$	\$
7.1	4,000	LF	Type A, Grouted Riprap Lined Channel (per field measured)	\$	\$
7.2	720	LF	Type B, Grass Lined Channel (per field measured)	\$	\$
7.3	600	LF	Type C, Fabric Lined Drainage Channel (per field measured)	\$	\$
7.4	2,360	LF	Type D, Grouted Riprap Lined Channel (per field measured)	\$	\$
7.5	3,700	LF	Type E, Grouted Riprap Lined Channel (per field measured)	\$	\$
7.6	3,400	LF	Type F, Grouted Riprap Lined Channel (per field measured)	\$	\$
7.7	600	LF	Seep Drain (per field measured)	\$	\$
7.8	4,400	SY	Riprap Bank Protection (per plan view)	\$	\$
7.9	1,400	SY	Riprap for Left Descending Bank of Stream Relocation (per plan view)	\$	\$
7.10	500	LF	Diversion Berm	\$	\$
7.11	1,900	SY	Miscellaneous Riprap (per plan view)	\$	\$
7.12	4,500	SY	Stream Bank Re-lining (per plan view)	\$	\$
7.13	2	EA	Drive-Through Channel Section for Pile A	\$	\$
8.1	85,000	CY	Unclassified Excavation	\$	\$
8.2	3,000	LF	Access Road	\$	\$
8.3	5,000	SY	Miscellaneous Regrading	\$	\$
8.4	1	LS	Entrance Road Reclamation Site	\$	\$
8.5	1	LS	Coal Refuse Pile A Grading	\$	\$
8.6	1	LS	Coal Refuse Pile C Grading	\$	\$
9.1	4	EA	Wet Mine Seal	\$	\$
9.2	7	EA	Wet Mine Seal with Bat Openings	\$	\$
9.3	5	EA	Block Seal	\$	\$
9.4	1	EA	Dry Mine Seal	\$	\$
9.5	4	EA	Bat Gates (with the following size diameters):		
9.5.1	1	EA	Bat Gate (with a diameter of 3 ft.)	\$	\$
9.5.2	1	EA	Bat Gate (with a diameter of 4 ft.)	\$	\$
9.5.3	1	EA	Bat Gate (with a diameter of 5 ft.)	\$	\$
9.5.4	1	EA	Bat Gate (with a diameter of 6 ft.)	\$	\$
9.6	1	EA	Animal Guard	\$	\$
9.7	8	EA	Additional Backfill for Mine Seal Repair	\$	\$
9.8	5	EA	Auger Hole Wet Seal	\$	\$
9.9	5	EA	Auger Hole Dry Seal	\$	\$
9.10	100	EA	Soda Ash Briquettes (50 pound bag)	\$	\$
11.0	1	LS	Demolition and Removal of Abandoned Mine Structures	\$	\$
11.1	2,000	LF	Demolition and Removal of Existing Drainage Structures (per field measured)	\$	\$
12.1	45	AC	Soil Cover (per plan view acre)	\$	\$
13.0	2,550	LF	8-inch Underdrain (per field measured)	\$	\$
			TOTAL		\$