



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  
**DEP15743**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**105 S. RAILROAD STREET**  
**PHILIPPI, WV**  
**26416-9998 304-457-3219**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/27/2012				

BID OPENING DATE: **03/21/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ADDENDUM FOR SLUDGE PUMPING SERVICES IN NORTHERN COUNTIES ISSUED TO PUBLISH VENDOR QUESTIONS AND AGENCY ANSWERS FOR RFQ.		
				BID OPENING DATE REMAINS UNCHANGED: 3/21/2012 AT 1:30PM		
				END OF ADDENDUM NO. 2		
0001	1	JB		968-72		
				SLUDGE PUMPING FOR NORTHERN SPECIAL REC SITES		
***** THIS IS THE END OF RFQ DEP15743 ***** 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.

### 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).

**DEP15743**  
**Addendum #1**  
**Sludge Removal for the Northern Counties of West Virginia**

**Questions and Answers**

Q. 1. DEP14150 also included snow removal. Just needed to know for sure that DEP number 15743 does or does not include snow removal.

A.1 Contract does not include snow removal. Contract is for pumping only.

Q.2. Need for 3 & 6 inch pumps multiple jobs at one time?

A.2. Yes

Q.3. How many ponds & how often do they need cleaned? est 3.

A.3 The total number of permits DEP Office of Special Reclamation currently maintains is 42. The frequency of pumping ponds varies depending on precipitation and the conditions that are specific to that site. For example, Viking Coal UO-519 in Preston County typically requires pumping monthly. Delta Mining, permit U-2024-87 in Upshur County, typically requires pumping every eighteen to twenty-four months. Bidders should keep in mind the majority of the work covered in this contract is in Preston County and eastern Monongalia County.

Q.4. How far apart are the drying cells located from ponds?

A.4. Distance varies. Some sites require high head pumps or double pumping due to distance and difference in elevation. The majority only require a pump that meets the minimum specifications defined in line item 3.

Q.5. Average size of ponds

A.5. Average size does vary. Typical size is fifty by two hundred feet.

Q.6. Is it possible to see ponds before bid is placed?

A.6. Yes. Bidders may call Scott McElwayne at 304-203-4048 or Greg Phillips at 304-516-9668 to schedule an appointment to review sites that are a representation of the work.

Q.7. Is Bid based on a 40 week minimum & if so do overtime rates apply

A.7. Unit price in bid items three, four and five must be all inclusive. This is to include any and all overtime required to perform the work. Bid items one and two are also to be all inclusive for the work performed as defined in the bid item technical specifications.

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Q.8. We have MudCat ps810 dredges with 6x8 hydraulic pumps rated @ 2000 gpm , If suitable could Mudcat be used ? Also have IMS 5012 12x12 rated @ 5000 gpm

A.8. Due to the size of the ponds it would be unlikely a Mud Cat ps810 or an IMS 5012 would be appropriate for the work.

Q.9. Do the ponds have liners

A.9. Some ponds do have liners.

Q.10. Will Geo Tubes be used for drying cells

A.10. The use of Geo Tubes is an option the DEP office for Special Reclamation is considering; however, at this time there are no sites using GEO Tubes for sludge disposal.

Q.11. What is the maximum distance between each pump site.

A.11. Maximum would be approximately seventy five miles. DEP Office of Special Reclamation will work with the successful bidder to maximize efficiency of the work to be performed. The pumping schedule will be made with the goal to do as much work in a local area before moving to another. It is unlikely that mobilization from one site to the next would exceed the estimated maximum distance of seventy five miles.

Q.12. Is the \$150.00 to travel between each site for each pump.

A.12. Mobilization shall be paid for each six inch trash pump as defined in bid item three and/or each six inch high head trash pump as defined in bid item four that is mobilized to each site. For example, if a contractor brought TWO six inch pumps on site the mobilization paid shall be \$300.00. If a contractor mobilized only ONE six inch pump to a site the mobilization paid shall be \$150.00. No additional mobilization shall be paid for three inch water pump as defined in bid item five.