



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
DEP15754

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
03/12/2012				

BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION FROM PRE-BID MEETING HELD:03/05/2012.		
				1. Q&A'S FROM PRE-BID MEETING		
				2. REVISED CONTRACTOR'S BID SCHEDULE		
				3. PRE-BID MEETING SIGN-IN SHEET		
				BID OPENING REMAINS:03/27/2012 AT 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 DEP15754 ***** 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 PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
- 4. COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
- 8. CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
- 11. TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 12. RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. 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.
- 14. 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.
- 15. 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>.
- 16. 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.
- 17. ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

Addendum #1 - Questions During Pre-Bid Meeting

For DEP 15754

Montana Portals

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

**Channel "A" will not be grouted** as shown on the plans. All other ditches will be installed as shown on the plans

**Q1.** Does the canopy on the Bate Gate # 2 get removed?

**A1.** No but it will be backfilled after the mine seals are installed.

**Q2.** Where is the access to the mine seals?

**A2.** The access is over the existing 42" culvert at the lower end of the project.

**Q3.** Can the 42" RCP Pipe be buried once it is removed?

**A3.** Yes the concrete portion can be buried once it is broken up into small pieces.

**Q4.** How big is the splash pad?

**A4.** The splash pad is 15' x 15'.

**Q5.** Does all the trash and garbage have to be removed?

**A5.** No. Only the garbage and trash that is inside of the construction limits.

**This project will be bid as per the attached REVISED Bid Sheet.**

The Contractor shall have 90 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.



**SIGN IN SHEET**

DEP15754  
Montana Portals

Date: March 5, 2012

**Request for Proposal No.**

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX  
NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: <u>ROMIE SPENCER, INC</u>	<u>HC 74, Box 201</u>	<u>304-361-7646</u>		
Rep: <u>J.R. SPENCER</u>	<u>Duck wu 25063</u>			
Email Address: <u>RAV@hughes.net</u>				<u>8576</u>
Company: <u>SPENCER INC</u>	<u>Box 1259</u>	<u>304-693-4889</u>		
Rep: <u>Bob Campbell</u>	<u>Blw 210 Wesa 24761</u>			
Email Address: <u>Bob.Campbell@DMS.com</u>				<u>304-325-3057</u>
Company: <u>M'Peart &amp; Son Const.</u>	<u>2790 Centerville Rd</u>	<u>304-765-5289</u>		
Rep: <u>Gary Leng</u>	<u>Switzer WV 26001</u>			
Email Address: <u>glenj@airbire.com</u>				<u>304-765-5293</u>
Company: <u>Barnes Exc Inc</u>	<u>201 Box 13384</u>	<u>304-984-1725</u>		
Rep: <u>Robert L. Barnes</u>	<u>Sissonville</u>			
Email Address: <u>BarnesExc@aol.com</u>	<u>WV 25360</u>			<u>304-984-6074</u>
Company: <u>Brenton Inc.</u>	<u>Old Town Pike Rd</u>	<u>PHONE 304-765-5317</u>		
Rep: <u>Kelly Dennis</u>	<u>Switzer WVA 26061</u>			
Email Address: _____				

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>EAGLE CONTRACTORS LLC</u>	<u>1721 Winderlea Hwy</u>	PHONE <u>304-552-7781</u>
Rep: <u>BARRIE FORBES</u>	<u>Winderlea WV 25213</u>	TOLL FREE
Email Address: <u>edest@gefinc.com</u>		FAX <u>304-755-3050</u>
Company: <u>DRBN Mountain Company</u>	<u>511 50th St</u>	PHONE <u>304 925 0253</u>
Rep: <u>Dana H. Bowman</u>	<u>Ches WV</u>	TOLL FREE
Email Address: <u>DHB 722@khou.com</u>	<u>28304</u>	FAX <u>304-925-9230</u>
Company: <u>CHARLES E. BOWMAN - SON INC</u>	<u>125 EAST HECH ST.</u>	PHONE <u>304-329-1330</u>
Rep: <u>BEA BOWMAN</u>	<u>KENWOOD WV 26537</u>	TOLL FREE
Email Address: <u>cebsinc@comcast.com</u>		FAX <u>329-1571</u>
Company: <u>JL Pritzel Contracting</u>	<u>PO Box 240</u>	PHONE <u>304-374-7789</u>
Rep: <u>JAMIE PRITZEL</u>	<u>Burketon Mills WV 26225</u>	TOLL FREE
Email Address: <u>cpitzel@aol.com</u>		FAX <u>304-374-7788</u>
Company: <u>Storie Book 28, Inc</u>	<u>3106 Hudson Rd</u>	PHONE <u>304-379-9502</u>
Rep: <u>Ty Martin</u>	<u>Alb. Right WV 26205</u>	TOLL FREE
Email Address: <u>StorieBook@frontier.net</u>		FAX <u>304-379-4969</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Cougler Up Inc</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>Brian Moore</u>	<u>Simpson, WV 26735</u>	TOLL FREE _____
Email Address: <u>DC6 - couglerup@earthlink.net</u>		FAX <u>739-4701</u>
Company: <u>EAGLE EXCAVATION INC.</u>	<u>P.O. BOX 218</u>	PHONE <u>(304) 372-4378</u>
Rep: <u>GEORGE FRESHOUR</u>	<u>KENNA, WV</u>	TOLL FREE <del>304-372-4378</del>
Email Address: <u>none</u>	<u>25248</u>	FAX <u>304 372 4378</u>
Company: <u>Aspen Corporation</u>	<u>2100 Sifer Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Shelby Atkins</u>	<u>Unk by 35232</u>	TOLL FREE _____
Email Address: <u>shelby@aspen-corp.com</u>		FAX <u>304-763-4573</u>
Company: <u>GREEN RIVER GROUP</u>	<u>530 Ashbrook Sq</u>	PHONE <u>304 594-3991</u>
Rep: <u>BOB CALVERT</u>	<u>Morgantown WV 26505</u>	TOLL FREE _____
Email Address: <u>SCalvertGRG@aol.com</u>		FAX <u>304 594-3992</u>
Company: <u>J F ALLEN CO</u>	<u>P.O. Box 2019</u>	PHONE <u>304/472 8990</u>
Rep: <u>JAMES ALLEN</u>	<u>Bookhampton WV</u>	TOLL FREE _____
Email Address: <u>JAMES.ALLEN@JFALLENCO.COM</u>	<u>26201</u>	FAX <u>304/472 8897</u>

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NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

Company: <u>United States</u>	<u>PO Box 10007</u>	PHONE <u>304-681-7377</u>
Rep: <u>D. Schmidt</u>	<u>Chesapeake VA 22030</u>	TOLL FREE <u>1-800-293-1148</u>
Email Address: _____	_____	FAX <u>304-765-2518</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____