



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
DEP15824

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	FOB	FREIGHT TERMS		
05/18/2012						
BID OPENING DATE: 06/05/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM FOR THE "BLACKWATER DOSER PHASE II PROJECT" ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION FROM THE: 05/03/2012, PRE-BID MEETING.NO CHANGE IN BID OPENING DATE		
				1. QUESTIONS AND ANSWERS FROM PRE-BID MEETING 2. PRE-BID SIGN-IN SHEET 3. BID OPENING REMAINS: 06/05/12 AT 1:30 PM.		
				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 DEP15824 ***** 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 LABELLED '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).

Addendum #1 - Questions During Pre-Bid Meeting

For DEP 15824

Blackwater Doser Phase II

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.

The standby generator shall be a Generac QuietSource Series™ 36 kW Standby Power Generator (120/240V 3-Phase) or equivalent. This generator will run on natural gas. This will replace the original generator listed in the specifications in Section 8.3.

Section 9.3 Paint. The specs have green as the specified color but that will be changed to tan. The tan color will be pre-approved by the WVDEP.

**Q1.** What type of gas will be used?

**A1.** All gas hookups will be natural gas.

**Q2.** What happens to the propane tanks that now exist at the site?

**A2.** They will be stored onsite at an approved location by WVDNR.

**Q3.** Are the metal shelves in the maintenance building 2' or 3'?

**A3.** The shelves will 3' in depth.

**Q4.** Will there be an outside main disconnect for the power?

**A4.** Yes. It must meet all standards required by the supplying power company. If a cover is required it will be constructed of pressure treated lumber and the roofing material will be painted metal.

The Contractor shall have 180 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 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

# SIGN IN SHEET

**Request for Proposal No.** DEP 15824  
**Blackwater Doser II** PLEASE PRINT

Date: May 3, 2012

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Cowgirl Up Inc.</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>Brian Moore</u>	<u>Simpson, WV 26435</u>	TOLL FREE <u>N/A</u>
Email Address: <u>DCE_cowgirlup@earthlink.net</u>		FAX <u>304-739-4401</u>
Company: <u>AQUAFIX Systems Inc.</u>	<u>301 Maple Lane</u>	PHONE <u>304-329-1056</u>
Rep: <u>Mike Jenkins</u>	<u>Kingwood WV 26537</u>	TOLL FREE
Email Address: <u>mjj@aquafix.com</u>		FAX <u>304-329-1217</u>
Company: <u>McCourt &amp; Son Const.</u>	<u>2790 Centralia Rd.</u>	PHONE <u>304 765-5288</u>
Rep: <u>Gary Long</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>glong@wirefire.com</u>		FAX <u>304 765-5293</u>
Company: <u>GREEN Mountain</u>	<u>511 50<sup>th</sup> St.</u>	PHONE <u>304-925-0253</u>
Rep: <u>MIKE KELLY</u>	<u>Charleston, W.Va.</u>	TOLL FREE
Email Address: _____	<u>25304</u>	FAX <u>304-925-4045</u>
Company: <u>Preston Machine</u>	<u>P.O. Box 68</u>	PHONE <u>304-329-2153</u>
Rep: <u>Roger Graham</u>	<u>Kingwood, W.Va. 26537</u>	TOLL FREE
Email Address: _____		FAX <u>304-329-0520</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Pillar Innovations</u>	<u>104 Corporate Drive</u>	PHONE <u>304 983-8900</u>
Rep: <u>Jeff Holmes</u>	<u>Morgantown, WV 26501</u>	TOLL FREE
Email Address: <u>Jeffrey.Holmes@PillarInnovations.com</u>		FAX <u>304 983-8905</u>
Company: <u>Collins Building and Contracting Inc</u>	<u>3406 Curley-Cress Rd</u>	PHONE <u>304-765-3521</u>
Rep: <u>Beet Collins</u>	<u>Flatwoods WV 26621</u>	TOLL FREE
Email Address: _____		FAX <u>304-765-3521</u>
Company: <u>Mt. Haus Properties Inc.</u>	<u>1805 Smith Rd</u>	PHONE <u>304-545-0408</u>
Rep: <u>Mike Jarrett</u>	<u>Charleston WV 25314</u>	TOLL FREE
Email Address: <u>mikejarrett1805@yahoo.com</u>		FAX <u>304-545-3111</u>
Company: <u>J.F Allen Co.</u>	<u>P.O Box 2049</u>	PHONE <u>304-472-8890</u>
Rep: <u>Greg Miller</u>	<u>Buckhannon WV 26201</u>	TOLL FREE
Email Address: <u>ephaves@jfallenco.com</u>		FAX <u>304-472-8897</u>
Company: <u>Foster Supply</u>		PHONE <u>304-203-2357</u>
Rep: <u>Dion Wamsley</u>	<u>Mt Claine WV</u>	TOLL FREE
Email Address: <u>dwamsley@fostersupply.com</u>		FAX <u>304-326-0198</u>

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Blackwater Doser II

PLEASE PRINT

Date: May 3, 2012

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>SUNRISE CONSTRUCTION CO INC</u>	<u>RR 1 Box 256</u>	PHONE <u>304-457-2109</u>
Rep: <u>THOMAS MOUSER</u>	<u>MOUNTSVILLE WV 26405</u>	TOLL FREE
Email Address: <u>TMOUSER@H2&amp;A.COOP</u>		FAX <u>304-457-2115</u>
Company: <u>BREAKAWAY INC</u>		PHONE <u>765-5317</u>
Rep: <u>Doug Vincent</u>	<u>1075 Old Turnpike Rd</u>	TOLL FREE
Email Address: <u>doug@breakawaywva.com</u>	<u>Sutton WV 26601</u>	FAX <u>765-5389</u>
Company: <u>CHARLE E BOLYARD &amp; SON INC</u>	<u>125 EAST HIGH ST.</u>	PHONE <u>304-329-1330</u>
Rep: <u>BILL BOLYARD</u>	<u>KINGWOOD WV 26537</u>	TOLL FREE
Email Address: <u>cebsinc@frontier.com</u>		FAX <u>304-329-1571</u>
Company: <u>J+B + Sons LLC</u>	<u>10643 Brandonville Pike</u>	PHONE <u>304-329-0818</u>
Rep: <u>Bill Bolinger</u>	<u>Albright WV 26519</u>	TOLL FREE
Email Address: _____		FAX <u>304-329-0818</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE
Email Address: _____		FAX _____