



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Solicitation

NUMBER
DEP15827

PAGE
1

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

RFQ COPY TYPE NAME/ADDRESS HERE
V E N D O R

SHIP TO
ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

DATE PRINTED
06/14/2012

BID OPENING DATE: 06/19/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				ADDENDUM FOR THE "TRACE BRANCH REFUSE PILE" PROJECT TO DISTRIBUTE THE ADDITIONAL INFORMATION PER THE ATTACHED, DOCUMENTATION.		
				BID OPENING DATED CHANGES FROM: 06/14/2012 AT 1:30PM. TO: 06/19/2012 AT 1:30PM.		
				NO OTHER CHANGES.		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15827 ***** TOTAL:		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**SOLICITATION NUMBER: DEP15827**  
**Addendum Number: 3**

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The purpose of this addendum is to modify the solicitation identified as DEP15882 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Add Revised Contractors Bid Sheet per: Mead & Hunt Addendum No.1; Bid Schedule Line Item No. 8.1  
  - Was 5.0 acres Soil Cover
  - To 4.5 acres Soil Cover
2. Bid Opening date changed from: 06/14/2012 at 1:30 PM  
  - To: 06/19/2012 at 1:30 PM

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

# Trace Branch Refuse Pile DEP15827

## Revised Contractor's Bid Sheet

Vendors Name: \_\_\_\_\_

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	Mobilization - Not to exceed 10% of total amount bid	LS	\$
2.0	1	Construction Layout Stakes - Not to exceed 5% of total amount bid	LS	\$
3.0	1	Quality Control - Not to exceed 3% of total amount bid	LS	\$
4.1	1	Site Preparation - Not to exceed 10% of total amount bid	LS	\$
4.2	386	Access Road Rehabilitation, per ton	\$ /TN	\$
5.1	606	Silt Fence, per linear foot	\$ /LF	\$
5.2	393	Super Silt Fence, per linear foot	\$ /LF	\$
5.3	1	Stabilized Construction Entrance, per each	\$ /EA	\$
5.4	30	Stone Check Dam, per each	\$ /EA	\$
5.5	3,200	Straw Wattles, per linear foot	\$ /LF	\$
6.0	9	Revegetation, per plan view acre	\$ /AC	\$
7.1	661	Riprap Vee Channel, per linear foot	\$ /LF	\$
7.2	20	Riprap 2' Trapezoidal Channel, per linear foot	\$ /LF	\$
7.3	12	Riprap 6' Trapezoidal Channel, per linear foot	\$ /LF	\$
7.4	1,033	Grouted Riprap Vee Channel, per linear foot	\$ /LF	\$
7.5	889	Grouted Riprap 2' Trapezoidal Channel, per linear foot	\$ /LF	\$
7.6	288	Grouted Riprap 6' Trapezoidal Channel, per linear foot	\$ /LF	\$
7.7	36	18" I.D. HDPE Pipe, per linear foot	\$ /LF	\$
7.8	59	24" I.D. HDPE Pipe, per linear foot	\$ /LF	\$
7.9	4	Splash Pad, per each	\$ /EA	\$
7.10	4	Low Water Crossing	\$ /EA	\$
8.0	28,120	Unclassified Excavation, per cubic yard	\$ /CY	\$
8.1	4.5	Soil Cover, per plan view acre	\$ /AC	\$
9.1	8	Wet Mine Seal, per each	\$ /EA	\$
9.2	1	Bat Gate Mine Seal, per each	\$ /EA	\$
9.3	50	Soda Ash Briquettes, per 50 lb. bag	\$ /BAG	\$
9.4	860	Conveyance Pipe, per linear foot	\$ /LF	\$
10.0	845	Underdrain, per linear foot	\$ /LF	\$
		<b>TOTAL</b>		\$

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP15827**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

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Company

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Authorized Signature

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Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

## 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).