



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
 DEP14292

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED 12/02/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/17/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE RALEIGH COMMERCIAL DEV. CORP. PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID CONFERENCE OF 11/18/2008. BID OPENING DATE AND TIME REMAIN 12/17/08 AT 1:30 PM. ***** NO OTHER CHANGES *****						
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP14292 ***** 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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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

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MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PAGE 1 OF 1

RFQ # : DEP14292
 Project: Raleigh Commercial
Development Corporation
 Permit Number: 149-79

Bid Date: 12/17/08
 Pre-Bid Date: 11/18/08

Name : Ann W. Aronson
 Company: Eastern Arrow
 Address: PO Box 4168
OHAS WV 25364
 Phone #: 304-414-0255
 Fax #: 414-0256
 Email: easternarrow@hotmail.com

Name : Steve Szara
 Company: Pro Contracting Inc
 Address: P.O. Box 2442
Clarksburg WV 26302
 Phone #: _____
 Fax #: _____
 Email: _____

Name : Red Clay
 Company: Cocoon Mfg
 Address: 511 South St
Charleston WV 25309
 Phone #: 925-0253
 Fax #: 925-9230
 Email: _____

Name : Barnes Excavation Jason Barnes
 Company: Barnes Excavation
 Address: P.O. Box 13384
Sissonville WV 25360
 Phone #: 984-1729
 Fax #: 984-0074
 Email: _____

Name : Baque L. Walker Jr.
 Company: Collin Building & Contracting Inc
 Address: 39a Early Rd
Fleming, WV
26021
 Phone #: 304-265-3521
 Fax #: 304-265-3521
 Email: _____

Name : Jason Barnes
 Company: Basil Carpenter Exc Inc
 Address: 323 A CALL Rd.
Charleston WV 25312
 Phone #: 846-1601
 Fax #: 984-3528
 Email: _____

Name : Doug Vincent (Truckery Inc)
 Company: 1075 Old Tompkins Rd.
 Address: Sutton, WV 26601
 Phone #: 765-5317
 Fax #: 765-5309
 Email: _____

Name : Randy Carpenter
 Company: Carpenter Rollamatra
 Address: PO Box 17015
5504 Village, WV
25360
 Phone #: 984-1115
 Fax #: 984-2270
 Email: _____

DEP14292
Addendum No. 1
Pre-Bid Conference
November 18, 2008
Questions and Answers

Q1. Referring to the 3/4 inch by 0 high calcium fines. Will there be any price adjustment if fines of less than the specified 96% calcium carbonate equivalent are used?

A1. No, the price shall be based on 96% calcium carbonate equivalent. If fines off less than 96% calcium carbonate equivalent are used, you shall have to provide additional tonnage to compensate for the lower calcium carbonate equivalent at no additional cost.

Q2. Referring to the construction of the sludge cells. Are the soils on site suitable to be impervious for sludge cell construction?

A2. The sludge cells do not have to be impervious, but they do have to hold water. The water may leak out over a several day period. It shall be the contractors' responsibility to use the most suitable soil material on site.

Q3. Referring to Pond 3 area. Does a sludge line run from this area back to the sludge cells and how is it going to be routed?

A3. Yes, one sludge line will run down to Pond 3 and the contractor may determine the best possible route for it between Pond 3 and the sludge cells.

DEP 14292
NOV 21 2008
[Signature]