



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
DEP14501

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

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
01/14/2009				

BID OPENING DATE: 02/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED FOR THE JOSEPHINE (DOSS) PORTALS TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS FROM THE MANDATORY MEETING HELD 01/06/09, THE Q/A, SPECIFICATION REVISION, AND THE REVISED BID SCHEDULE. ALSO INCLUDED IN THIS MAILED ADDENDUM ARE REVISED FULL SIZE COPIES OF DRAWINGS #3 & #4. BID OPENING DATE & TIME REMAIN 02/10/2009 AT 1:30 PM. ***** NO OTHER CHANGES *****		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP14501
Project: Josephine (Dist) Portals

Bid Date: 2/10/09
Pre-Bid Date: 1/6/09

Name : Robert L. Dickenson
Company: Dickenson Exc.
Address: 900 Pine Grove Rd
Summers, WV 25567
Phone #: (304) 541-8682
Fax #: (304) 756-9199
Email : rdickenson@directv.net

Name : Gary Long
Company: McCourt & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601
Phone #: 304 765-5288
Fax #: 304 765-5293
Email :

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th STREET
CHAS. WV
25304
Phone #: 304 925 0253
Fax #: 9230
Email : Jody Maxe AOL.com

Name : Robert Barnes
Company: BARNES EXC. INC.
Address: P.O. BOX 13384
Sissonville
WV 25360
Phone #: 304-984-1725
Fax #: 304-984-0074
Email : none

Name : Joseph Kubin
Company: Aspen Corporation
Address: 2400 Ritter Drive
Daniels WV 25832
Phone #: 304-763-4573
Fax #: 304 763 4591
Email : jkubin@aspens-golf.com

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13615
Sissonville, WV
25360
Phone #: 984-1115
Fax #: 984-2770
Email :

Name : DENNIS C GLOAN
Company: COW GIRL UP INC
Address: PO BOX 243
SIMPSON WV 26435
Phone #: 304-739-4397
Fax #: 304-739-4401
Email :

Name : J.P. Spence
Company: ROMIE SPENCER INC
Address: HC 74, Box 201
STRANGE CREEK, WV
Phone #: 304-364-8626
Fax #: -8376
Email : RHS2@Hughes.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEPI4501
Project: Josephine (Dass) Portals

Bid Date: 2/10/09
Pre-Bid Date: 1/6/09

Name : Doug Vincent
Company: Breakaway Inc
Address: 1075 Old Turnpike Rd
Sutton WV 26601

Phone #: 765-5317
Fax #: 765-5389
Email : breakawayinc@verizon.net

Name : Allen Marcker
Company: Garcie R. Marcker & Sons
Address: 1119 Jefferson Rd.
Sv. Chas. WV.
25309

Phone #: 744 0590
Fax #: 746 5203
Email :

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC
Address: P.O. BOX 218
KENNA WV
25248

Phone #: 372-4378
Fax #: 372-4378
Email : NONE

Name : ANN HAROWELL
Company: EASTERN ARROW
Address: PO BOX 4100
CHAS WV 25364

Phone #: 304-414-0255
Fax #: 0256
Email : easternarrow@hotmail.com

Name : Tony Bradford
Company: Pineville Paving & Excavating Inc.
Address: P.O. Box 1290
Pineville WV 24874

Phone #: 304-732-8303
Fax #: 304-732-7855
Email : tonyppi@aol.com

Name : ALLEN MADDACK
Company: BOMONT CONSTRUCTION
Address: CLenden WV 25045
PO Box 9046

Phone #: 548-7004
Fax # :
Email :

Name :
Company:
Address:

Phone #:
Fax # :
Email :

Name :
Company:
Address:

Phone #:
Fax # :
Email :

**Req # DEP 14501
Josephine (Doss) Portals
Addendum #1**

QUESTIONS AND ANSWERS

Q: Where is the leach field for the septic tank? Will AML pay the Contractor extra for having to repair the leach bed?

A: The exact location of the leach field is unknown. AML will not pay extra for repair of the leach bed. Payment for repair of the leach bed will be considered incidental to Pay Item 7.3, "18" I.D. HDPE PIPE".

Q: Are we doing any work behind the building?

A: No. The original plans show pipe placement behind the building but the hillside behind the building appears unstable. The attached drawings reflect a change of alignment for the pipe.

Q: Is the bridge at the entrance of the street a private bridge or a county bridge?

A: The owner of the bridge is unknown.

Q: Is the concrete structure hollow?

A: The structure appears to have been a cistern.

Q: Is the portal roof collapsed up that high?

A: The extent of collapse within the portals is unknown.

Q: Is the ditch from the last portal rock riprapped?

A: The ditch is grass lined across the bench and is rock riprapped down the slope as is shown on the plans.

SPECIFICATION REVISION

Add 7.2.4 Pipe Backfill

Backfill for pipe within the yard shall consist of random material excavated from the trench for pipe placement. Pipe backfill across the roadway shall consist of crusher run stone as described in Specification 7.2.1 Stone.

Addendum No. 1
Josephine (Doss) Portals
Requisition # DEP14501
 Contractor's Bid Sheet

Company Name: _____

Address: _____

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	Lump Sum	MOBILIZATION (LIMITED TO 10% OF TOTAL BID)		\$
2.0	Lump Sum	CONSTRUCTION LAYOUT (LIMITED TO 5% TOTAL BID)		\$
3.0	Lump Sum	QUALITY CONTROL (LIMITED TO 3% OF TOTAL BID)		\$
4.0	Lump Sum	SITE PREPARATION (LIMITED TO 10% OF TOTAL BID)		\$
5.0	200 L.F.	SEDIMENT CONTROL BARRIER		\$
6.0	Lump Sum	REVEGETATION		\$
7.1	400 L.F.	Grass Lined Channel		\$
7.2	150 L.F.	1.5' Rock Riprap Channel		\$
7.3	240 L.F.	18" Diameter HDPE Pipe		\$
7.4	6	Manholes		\$
7.5	4	Splash Pads		\$
9.0	80 Tons	Crusher Run Stone		\$
10.1	2	Type I Mine Seal		\$
10.2	4	Type II Mine Seal		\$
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TOTAL				\$