



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
DEP14533

PAGE
1

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

VENDOR

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	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/01/2009				

BID OPENING DATE: **06/11/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 3 *****					
	ADDENDUM ISSUED FOR THE RECLAMATION MAINTENANCE OF SOUTHEASTERN COAL PRODUCING COUNTIES TO DISTRIBUTE THE AGENCY RESPONSES TO THE SUBMITTED VENDOR QUESTIONS AND REQUESTS FOR CLARIFICATION. PLEASE SEE THE ATTACHED.					
	BID DATE AND OPENING TIME REMAIN AS ESTABLISHED IN ADDENDUM NO. 2 ON 06/11/2009 AT 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001		JB		962-73		
	1			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, 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, 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

1. Q: What is the maximum total dollar amount allowed per work directive?

A: \$25,000 per work directive.

2. Q: What is the maximum total dollar amount allowed on the contract per year?

A: \$500,000.00 was budgeted for the reclamation/maintenance contract.

3. Q: Can the owner write more than one work directive per permit number?

A: Yes.

4. Q: Who exactly decides on what equipment is to be used?

A: DEP Office of Special Reclamation.

5. Q: Who exactly decides on how many hours for each machine will be used?

A: After discussion with the contractor, DEP decides the final estimated hours for the project. Payment will be based on actual hours worked.

6. Q: Is it possible the way this contract is written that the owner may write a work directive for example to install 1, 5 or 10 hay bales or any other small items in Wyoming County and that is all? If yes explain how a contractor could do this when the maximum amount allowed for each hay bales is \$5.00 per bale.

A: Yes. Anything is possible – but not probable. We would normally use haybale dikes for sediment control, and other materials, on construction projects that would include equipment usage and other items. However, any material that could be installed without equipment and other items may be used when and where necessary.

7. Q: Is mobilization and demobilization paid based off each work directive starting and ending at the contractors shop? If not explain how mobilization and demobilization will be paid.

A: No. May be from shop to project to project...project to shop.

8. Q: How is mobilization and demobilization paid on items 10, 51 thru 56 and 62?

A: Item 10 – From shop to project to shop or shop to project to project ...project to shop – paid at Item 10 rate per hour.

Item 51, 52, 53 – From shop to shop or shop to project to project...project to shop – paid at Item 51, 52, or 53 rate per hour.

Item 54, 55, 56 – No mob/demob – carried in back of pick-up truck

Item 62 - From shop to project to shop or shop to project to project ...project to shop – paid at Item 62 rate per hour.

9. Q: Does the contractor have to pay prevailing wage for the equipment to be put together on site?

A: Yes

10. a) Q: Is it possible that the owner may elect to use two 3” pumps instead of one 6” pump?

A: Yes

b.) Q: Who decides what pump and how many is to be used?

A: DEP Office of Special Reclamation.

c.) Q: Will the contractor be paid for one laborer for each pump that is used?

A: No – One laborer may operate one or more pumps at the same time. To utilize a laborer to operate a pump, prior approval must be obtained from the owner (DEP).

11. Q: What is your suggestion on how many of each piece of equipment large and small should be available to the owner at any one given time?

A: All listed equipment must be available when needed. The maximum would normally be two of each except Item 10 (truck, tandem axle rear dump) which we have used three.

12. Q: Is it possible to see the first ten work directives that will be done on this contract?

A: No, they have not been written. They are written as the need arises.

13. Q: Is it possible to see the last ten work directives that were done on the old contract?

A: Yes.

14. Q: Why was there no pre bid conference?

A: The RFQ is a straight forward open-end contract. A pre bid was not necessary.

15. Q: Why is there a max bid on item #11?

A: That is the maximum that DEP Office of Special Reclamation will pay under this contract.

16. Q: Is item #67 correct?

A: Item #67 should be per linear foot. Reference revised bid schedule.

17. Q: What does item #61 (Labor) cover? Please explain.

A: Requires providing a person with basic hand tools, as listed, to perform manual labor as will be outlined in a work directive.

<u>BUYER</u> CB-23	PAGE 11	REQ. OR PO NO. DEP 14533
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

66.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ _____ PER TON	\$ _____
67.0	100 LF	Haybales (not to exceed a max of \$5.00 per linear foot) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.	\$ _____ PER LF	\$ _____
68.0	2000 LF	Floating Baffle Curtain – Three (3) foot in depth 18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed. Two (2) foot long styrafoam block for floats in top spaced with grommets in between each block, block size based on depth. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water 5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage. Price shall include all labor and materials for installation in pond, as required.	\$ _____ PER LF	\$ _____
69.0	2000 LF	Floating Baffle Curtain – Five (5) foot in depth 18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed. Two (2) foot long styrafoam block for floats in top spaced with grommets in between each block, block size based on depth. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water 5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage. Price shall include all labor and materials for installation in pond, as required.	\$ _____ PER LF	\$ _____
		TOTAL		\$ _____

NOTE:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. Quantities are for bidding purposes only.
3. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
4. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
5. All equipment used must be in good operable condition and be readily available.
6. All materials must have approval from a DEP representative.
7. Labor for operating equipment and installing all materials shall be incidental to each item.