



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
 DEP14646

PAGE
 1

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

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	F.O.B.	FREIGHT TERMS
06/08/2009				

BID OPENING DATE: 06/24/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BORDERLAND (MATNEY) PORTAL PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS, THE REVISED BID SCHEDULE AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 05/22/2009.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/24/09 AT 1:30 PM						
***** NO OTHER CHANGES *****						
0001		JB		962-73		
	1					
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14646 ***** 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, 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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14646
 Project: Bordecland (Matvey) Portal

Bid Date: 6/24/09
 Pre-Bid Date: 5/22/09

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN Co.
 Address: 511 50th STREET
Chas WV
25309
 Phone #: 304-925-0253
 Fax #: 304-925-9230
 Email : Jody.Mayer@OL.com

Name : Bob Canterbury
 Company: B2B Transit
 Address: ~~722~~ 316 New River Dr.
Becky wva 2580
 Phone#: 304-673-9388
 Fax #: 253-41593
 Email : Bob.Canterbury@GMAIL.com

Name : Garie Marker
 Company: Marker & Sons
 Address: 1119 JEFFERSON
Rd.
So. Chas 25309
 Phone #: 304-744-0590
 Fax #: _____
 Email : _____

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 : Roger Carpenter
 Company: Carpenter Reclamation
 Address: P.O. Box 13015
Charleston WV 25360
 Phone #: 304-984-1115
 Fax #: _____
 Email : _____

Name : Jeremiah Williamson
 Company: Sanford & Sons Exc.
 Address: Rt 1 Box 281
Genoa, WV 25517
 Phone#: 304-272-5923
 Fax #: 304-272-5823
 Email : gesuhmyon@hotmail.com

Name : Alex Justice
 Company: CJS Contracting
 Address: P.O. Box 37
Crum WV 25669
 Phone #: (304) 393-4907
 Fax #: (304) 393-4908
 Email : _____

Name : Mike BRADFORD
 Company: Pinville PAVING & Exc Inc
 Address: Box 1290
Pinville WV 24870
 Phone#: 304 732-8303
 Fax #: 304 732 7855
 Email : _____

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REQ # DEP 14646
Borderland (Matney) Portal
Addendum #1

Item 1: Contact and phone number for the WVDOH District #2 is Tim Pullen (Maintenance)
304-528-5630

Item 2: Q) Will the rock over-hang be laid back or cut vertically?

A) The contractor shall remove the overhanging rock to provide a slope of ¼ H:1V on the rock face on the highwall.

Item3: Q) Do we have access (R/W) to get above the top of the block wall mine seals?

A) Yes, the limits of construction are above the mine portals. However no access road in this area will be approved to be constructed.

Item 4: Q) Will the contractor be responsible for coordinating activities with the property owner (buildings, etc)?

A) Yes

Item 5: Q) Will the contractor be responsible for removal of excess material?

A) Yes

Item 6: Q) Does the construction limits extend to the front of the house?

A) No

Item 7: Q) Will the contractor be responsible to address the septic system?

A) No

Item 8: Q) Are we going to install the block wall mine seals where the portals have collapsed?

A) Yes, behind the house.

Item 9: Q) What if the mine portals are unstable?

A) The contractor shall provide temporary roof support during construction to secure the area and make portals safe during the construction of the mine seals. The contractor will implement safety procedures to secure the roof of the mine portals.

Item 10: Page 36 of the Technical Specifications Section 8.5, "Pay Items", Item 8.2 "Double Block Wall Mine Seal" shall be measured and paid "per each" instead of "per linear foot".

Item 11: The Contractor's Bid Sheet (attached) has been revised to show that Item 8.2 "Double Block Wall Mine Seal" shall be paid per each mine seal installed.

- Item 12: Page 40 of the Technical Specifications, Section 10.7, "Pay Item" should be Item 10.0 instead of Item 8.1.
- Item 13: The contractor will have 90 days from the date of the Notice to Proceed to complete Construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

