



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
DEP14661

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
06/10/2009				

BID OPENING DATE: **07/02/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED FOR THE MILL HOLLOW COMPLEX PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A THAT RESULTED FROM THE 06/02/09 MANDATORY PRE-BID MEETING. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/02/09 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, 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

DEP14661
Mill Hollow Complex
Addendum # 1

Item 1: 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.

Item 2: Q) Can we use a temporary bridge, rather than the proposed ford crossings?

A) The contractor must bid on the specific items listed on the bid sheet, including "Temporary Ford Crossing".

Item 3: Q) Will all the bat gates be "modified" bat gates, or will some have "typical" bat gates?

A) All the bat gates will be the "modified" version. See Plan Sheet 8 for details. The detail for the "Typical Bat Gate" will not apply to this project.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP14661
Project: Mill Hollow Complex

Pre-Bid Date: 6/2/2009
Bid Opening Date: 7/2/2009

Name: Brad Wiseman
Company: WISEMAN EXCAVATING
Address: RT 1 BOX 190 LIBERTY
25124
Phone #: 304 586-3736
Fax #: 304 586-3736
Email: _____

Name: DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th STREET
CHAS WV 25304
Phone #: 304 925 0255
Fax #: 304 925 9230
Email: Jody Meyer Tol. Coy

Name: BARBIE F. FOSTER
Company: EAGLE CONTRACTORS
Address: 1721 WINFIELD RIMS
WINFIELD WV 25213
Phone #: 304-552-7781
Fax #: 304-755-3150
Email: _____

Name: Robert Barnes
Company: BARNES EXC. INC.
Address: P.O. BOX 13384
SISSONVILLE WV 253.
Phone #: 304-984-1725
Fax #: 304-984-0074
Email: _____

Name: G.P. Herndon
Company: Collins Building Contracting
Address: 3406 CORLEY-CRESS RD.
FLATWOODS WV 26621
Phone #: 304-765-3521
Fax #: SAME
Email: Collins Building @ Hughes NET

Name: Mike Robey
Company: Robey Excavating LLC
Address: RT 1 Box 393A
Lumberton WV 26386
Phone #: (304) 783-4491
Fax #: (304) 783-4491
Email: _____

Name: BRIAN BERNATOWICZ
Company: COWGIRL UP INC
Address: P.O. BOX 243
SIMPSON, WV, 26435
Phone #: 304-739-4397
Fax #: _____
Email: BRIAN.BERNATOWICZ@up11ce.com

Name: BASIL CARPENTER
Company: BASIL CARPENTER EX 2
Address: 333 A CALL RD
CHAS WV 25312
Phone #: (304) 984 596-1601
Fax #: (304) 984-3528
Email: _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :
Project :

DEP14661
Mill Hollow Complex

Pre-Bid Date:
Bid Opening Date:

6/2/2009
7/2/2009

Name:
Company:
Address:

Phone #:
Fax #:
Email:

Jay R Wardwell
Eastern Arrow
Charleston WV

304 414 0255

Name:
Company:
Address:

Phone #:
Fax #:
Email:

Allen Markes
Garcia R. Markes Sr
1119 Jefferson Rd.
Sp. Chas. WV, 25309

744 0590
746 5203
gcmarkes@comcast.net

Name:
Company:
Address:

Phone #:
Fax #:
Email:

Randy Carpenter
Carpenter Restoration
PO Box 13015
St. Albans WV

304-984-1115

Name:
Company:
Address:

Phone #:
Fax #:
Email:

Mark Masello
F.C. and Sons Excavator
PO Box 28 Caldwell
WV 24925

304-645-5393
304-645-5396

Name:
Company:
Address:

Phone #:
Fax #:
Email:

Doug Vincent
Breakaway Inc.
1075 Old Turnpike Rd
Sutton, WV 26601

765-5317
765-5389

Name:
Company:
Address:

Phone #:
Fax #:
Email:

CELEB BOLEN
ASPEN GOLF
2402 RITTER DR
Daniels WV 25832

304-763-4573
304-763-4591
1bolen@aspens-golf.com

Name:
Company:
Address:

Phone #:
Fax #:
Email:

GARY LONG
McCord & Son Const.
2790 Centralia Rd
Sutton WV 26601

304 765-5288
304 765-5293

Name:
Company:
Address:

Phone #:
Fax #:
Email:

