



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
DEP14644

PAGE
1

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

VENDOR

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
06/16/2009				

BID OPENING DATE: **07/08/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 1 *****		
				ADDENDUM ISSUED FOR THE LANDO (EDWARDS) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 06/03/09.		
				BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/08/09 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

REQ # DEP 14644
Lando (Edwards) Drainage
Addendum #1

- Item 1: Title sheet, Contractor's Bid Sheet – Change the DEP # 14179 to DEP # 14644.
- Item 2: Q) Does the excess regrade go to Site #2?
A) All regrade was design to balance in place.
- Item 3: Q) Does the excess material from Site #1 go to Site #2?
A) Excess material can go to Site #2 or the contractor can obtain his own borrow area.
- Item 4: Q) Where is borrow area located?
A) Borrow area is located in the area adjacent to where we are standing and as shown on the plans.
- Item 5: Q) At Site #1 there are some trees located in the ditch are we going to be able to bring the trees back to Site #2?
A) Yes, but there is no burning on Site #1 or #3. Tree tops can be wind rowed as well as the other slash.
- Item 6: Q) Does the road get regraded?
A) The road will be kept open and will be grass covered.
- Item 7: Q) Where is the closest landfill located?
A) We do not know. The contractor will be responsible for locating an approved landfill.
- Item 8: Q) Is there a separate pay item for garbage?
A) No
- Item 9: Q) Was any core drilling done?
A) No
- Item 10: Q) Is there any provision for handling the trash?
A) Contractor can use a piece of equipment to handle trash.
- Item 11: Q) How is the trash to be accounted for on the Bid Schedule ?
A) Contractor can account for cost of trash in any of the bid items which are listed.
- Item 12: Q) Can the site preparation item be increased over the 10 percent limit?

A) No

Item 13: Q) Was there core drilling done on the borrow site?

A) No. The contractor will submit a reclamation plan to DEP prior to construction and there is to be no highwall left onsite.

Item 14: Q) Is the 12-inch conveyance pipe from the mine seal on Site #3 incidental to the Wet/Modified mine seal pay item?

A) Yes

Item 15: Q) Can the excess borrow material and vegetation from Site 3 be taken to Site 2?

A) Yes

Item 16: 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.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14644
 Project: Lands (Edwards) Drainage

Bid Date: 7/8/2009
 Pre-Bid Date: 6/3/2009

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO Box 13015
Sissonville, WV 25360
 Phone #: 304-984-1115
 Fax #: 984-2770
 Email : RCarpenter@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 : _____

Name : David Thompson
 Company: Thompson Brother Const.
 Address: 2391 West Cummings
Chapel Road Sevierville
TN 37876
 Phone #: _____
 Fax #: _____
 Email : _____

Name : Allen Marker
 Company: Garcie R. Marker & Sons
 Address: 1119 Jefferson Rd.
So. Chas WV. 25309
 Phone #: 744 0590
 Fax #: 746 5203
 Email : gmarker@sons@aol.com

Name : Brad Duffield
 Company: WV DEP
 Address: _____
 Phone #: 304-465-1911
 Fax #: _____
 Email : _____

Name : Bob Cantenbury
 Company: B & B Transit
 Address: 316 New River Drive
Becky WVA 25801
 Phone #: 304-673-9388
 Fax #: 304 253 4533
 Email : Bob @ Cantenbury @

Name : Alex Justice
 Company: CJS Contracting
 Address: P.O. Box 136
Crum WVA 25669
 Phone #: 304-393-4907
 Fax #: 304-393-4908
 Email : CJS Contracting @ yahoo.com

Name : Duke Smith
 Company: Blue Line Stream
 Address: 111 Hanesbee D
Laura KY 41230
 Phone #: 606-422-2110
 Fax #: 606-613-4415
 Email : dsmith@ps-eng.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14644
Project: Lando (Edwards) Drainage

Bid Date: 7/8/2009
Pre-Bid Date: 6/3/2009

Name : Mike BRADFORD
Company: Pineville Paving & Exc. Inc
Address: Box 1290
Pineville W.V. 24874

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

Phone #: 304 732 8303
Fax #: 304 732 7855
Email : _____

Phone#: 765-5317
Fax #: 765-5389
Email : _____

Name : Ann HAROWELL
Company: EASTERN ARROW
Address: PO BOX 4108
CHARLESTON WV
25364

Name : _____
Company: _____
Address: _____

Phone #: 304-414-0255
Fax #: 0256
Email : _____

Phone#: _____
Fax #: _____
Email : _____

Name : Ed Clay
Company: Green Mt Co
Address: 54 10th St
Charleston WV 25304

Name : _____
Company: _____
Address: _____

Phone #: 304 925-0253
Fax #: 9 9 9230
Email : _____

Phone#: _____
Fax #: _____
Email : _____

Name : DENNIS C. ELBON
Company: COWGIRL UP INC
Address: PO BOX 243
SIMPSON WV 26435

Name : _____
Company: _____
Address: _____

Phone #: 304-739-4397
Fax #: 304-739-4401
Email : _____

Phone#: _____
Fax #: _____
Email : _____