



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
DEP14688

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
07/14/2009				

BID OPENING DATE: **07/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE CHAPMANVILLE (HENRY) PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 07/01/09.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/29/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14688 ***** 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 # : 14688
Project: Chapmanville (Henry) Portals

Bid Date: 7/29/09
Pre-Bid Date: 7/1/09

Name : Robert Baines
Company: Baines Exc. Inc.
Address: P.O. Box 13384
Sissonville
WV 25320
Phone #: 304-984-1725
Fax #: 304-984-0074
Email : none

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

Name : DAVID H. Bowman
Company: Green Mountain Co
Address: 511 50th STREET
Charleston WV 25304

Name : Bob Canterbury
Company: B&B Transit
Address: 316 New River Drive
Beckley WV 25801

Phone #: 304 925 0253
Fax #: 304 925 4043
Email : Jody Maye@10.com

Phone #: 304-673-9388
Fax #: 304-253 4533
Email : Bob.Canterbury@B&B.com

Name : Ashley Atkins
Company: Aspen Corporation
Address: 2400 Ritter Drive
Daniels WV 25832

Name : BARRIE F. FOSTER
Company: EAGLE CONTRACTORS
Address: 1721 WINFIELD ROAD
WINFIELD WV 25213

Phone #: 304-763-4573
Fax #: 304-763-4591
Email : jadkins@aspen-golf.com
jkbain@aspen-golf.com

Phone #: 304-552-7781
Fax #: 304-755-3150
Email :

Name : Donald Murphy
Company: Conspiral Up Inc
Address: P.O. Box 243
Simpson WV
26435-0243

Name : DON PHILLIPS
Company: ~~ESMER ASSOCIATES~~ Esmere Assoc
Address: P.O. Box 426
Boomer, WV 25901

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

Phone #: (304) 779-2131
Fax #: (304) 779-2859
Email : d-phillips@esmerassociates.co

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14688
Project: Chapmanville (Henry) Portals

Bid Date: 7/29/09
Pre-Bid Date: 7/1/09

Name : Josh NAVIS
Company: Navis Contracting & Excavating LLC
Address: P.O. Box 10
Newark WV 25665

Phone #: 304-784-4492
Fax #: _____
Email : NavisContracting-ExcavatingLLC
@Yahoo.com

Name : Doug Vincent
Company: BREAKAWAY INC
Address: 1075 Old Turnpike Rd
Sutton WV 26601

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

Name : Robert Douglas
Downland CONSULTING
Company: Rt 2 Box 157C
Address: HALTS WV

Phone #: _____
Fax #: _____
Email : _____

Name : GEDAGE FRESHOUR
Company: EAGLE EXCAVATION INC.
Address: P.O. BOX 218
KEWNA WV
25248

Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email : _____

Name : Jay R Wardwell
Company: Eastern Arrow
Address: Box 4108
Charleston WV

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

Name : _____
Company: _____
Address: _____

Phone#: _____
Fax #: _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone#: _____
Fax #: _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone#: _____
Fax #: _____
Email : _____

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REQ # DEP 14688
Chapmanville (Henry) Portals
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) Where will the access road be located connecting the two portals?

A) Access will be as described in the field and shown on the plans.

Item 3: Q) Is there another access?

A) No, however the contractor has the right to locate another access if one can be found.

Item 4: Q) Is there a designated stockpile?

A) No

Item 5: Q) Is this a county road coming to the site?

A) Part of the way. Right of Entry to the site has been obtained.

Item 6: Q) What is the black plastic pipe used for?

A) Unknown

Item 7: Q) Can material be wind rowed?

A) Yes or burned if the proper permit is obtained. There is also a timber specification which must be followed.

Item 8: Q) Is there an ATV access to be blocked on this site?

A) No.