



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
DEP14696

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
07/08/2009				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 01 *****		
				ADDENDUM ISSUED FOR THE MCCOMAS (POCA LAND) REFUSE PILE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 06/30/2009.		
				BID OPENING DATE & TIME REMAIN UNCHANGED AS 07/30/09 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."

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**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

PLEASE PRINT LEGIBLY

Req. #: DEP14696  
Project: McComas (Poca Land) Refuse Pile

Pre-Bid Date: 6/30/2009  
Bid Opening Date: 7/30/2009

Name: NOEL RYDER  
Company: DAVID L RYDER CONST INC  
Address: P.O. BOX 447 WHITE  
SULPHUR SPRINGS WV 24986  
Phone #: 304-536-9383  
Fax #: 304-536-9381  
Email: \_\_\_\_\_

Name: DAVID H. BOWMAN  
Company: GREEN MOUNTAIN  
Address: 511 50<sup>th</sup> STREET  
CHARLESTON WV 25304  
Phone #: 304 925 0253  
Fax #: 304 925 9230  
Email: Jody.May@AOL.COM

Name: BARBARIE F. FOSTER  
Company: EAGLE CONTRACTORS  
Address: 1721 WINFIELD ROAD  
WINFIELD WV 25213  
Phone #: 304-552-7781  
Fax #: 304-755-3150  
Email: \_\_\_\_\_

Name: Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO Box 13015  
Sissonville, WV 25868  
Phone #: 304-984-1115  
Fax #: 984-2770  
Email: R.Carpenter103@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: none

Name: ANDY WARREN  
Company: EASTMAN ARROW  
Address: PO BOX 4108  
CHARLESTON WV  
Phone #: 304-414-0255  
Fax #: 0256  
Email: \_\_\_\_\_

Name: Beb Cawkebury  
Company: Bt B Transite  
Address: 316 New River Dr  
Beckley WVA. 25801  
Phone #: 304-622-9388  
Fax #: 304-253-4593  
Email: Beb.Cawkebury@GMAIL.com

Name: Ashley Adkins  
Company: Aspen Corporation  
Address: 2400 Ritter Drive  
Daniels WV 25832  
Phone #: 304-763-4573  
Fax #: 304-763-4591  
Email: jadkins@aspen-golf.co  
jkubin@aspen-golf.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP14696  
 Project: McComas (Poca Land) Refuse Pile

Pre-Bid Date: 6/30/2009  
 Bid Opening Date: 7/30/2009

Name: Kevin Bradford  
 Company: Pineville Paving & Excavating  
 Address: P.O. Box 1290  
Pineville WV 24874  
 Phone #: 304-732-8303  
 Fax #: 304-732-7855  
 Email: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: Doug Vincent  
 Company: BREAKAWAY INC.  
 Address: 1075 Old Turnpike Rd  
Sutton WV 26061  
 Phone #: 765-5317  
 Fax #: 765-5389  
 Email: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: Tosh DAVIS  
 Company: DAVIS Contracting & Excavating LLC  
 Address: P.O. Box 10  
Navasota WV 25685  
 Phone #: 304-784-4462  
 Fax #: \_\_\_\_\_  
 Email: DAVIS Contracting - Excavating LLC@yahoo.com

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

**DEP14696**  
**McComas (Poca Land) Refuse Pile**  
**Addendum # 1**

Item 1: Q) Where is the borrow area located?

A) As shown on the project plans, and as pointed out in the field at the pre-bid meeting.

Item 2: Q) Are we re-grading the refuse that is shown on the plans outside of the construction limits?

A) No.

Item 3: Q) Are the transition structures and drop inlet incidental to the 57" x 38" pipe installation?

A) Yes.

Item 4: Q) Is the gas company going to move the gas line free of charge?

A) Please refer to Section XV, "Utilities and Other Obstructions", of the Special Provisions.

Item 5: Q) Will the contractor be responsible for obtaining the DOH MM-109 encroachment permit for the pipe crossing?

A) Yes. The name and contact number for the WV Division of Highways, District 10 is: Ron Frey, WVDOH, District 10, 270 Hardwood Lane, Princeton, WV 24740-2737 (Ph. 304-487-5238).

Item 6: Q) Can you provide the cut/fill balance information?

A) Cut = +/- 23,461 cubic yards; Fill = +/- 16,613 cubic yards.

Item 7: Plan Sheet 3 shows a headwall/wing wall at the proposed 24-inch CMP location. No headwall or wing wall will be installed at this location.

Item 8: No headwalls, wing walls, or end sections will be installed or constructed at the proposed 18-inch and 24-inch CMP locations. Pipes only will be installed at these locations.

Item 9: 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.