



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
 DEP14769

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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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
09/17/2009				

BID OPENING DATE: 10/01/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE SOUTHERN WV RECLAMATION MAINTENANCE CONTRACT TO DISTRIBUTE THE REVISED BID SCHEDULE. AS A RESULT OF THIS CHANGE, THE BID DATE HAS BEEN EXTENDED:						
FROM 09/24/2009 TO 10/01/2009 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
SOUTHERN MAINTENANCE RECLAMATION CONTRACT						
***** THIS IS THE END OF RFQ DEP14769 ***** 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

SOUTHERN MAINTENANCE DEP14769

Addendum #1

REVISED Contractor's Bid Sheet 9/14/09

Company Name: _____

Address: _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**		
2	100	hour	D-3 Caterpillar Dozer or equal		
3	100	hour	D-6 Caterpillar Dozer or equal		
4	100	hour	John Deere 510 Backhoe/Loader or equal		
5	100	hour	215 Caterpillar Excavator/Backhoe or equal		
6	20	hour	Cat 303 mini excavator or equal		
7	20	hour	Skid Steerer (Bobcat) or equal		
8	70	hour	Tandem Dump Truck (10 cy capacity)*1		
9	20	hour	Single Axle Dump (10 ton capacity)		
10	50	hour	Sewer Cleaning Truck*2		
11	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)		
12	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (<i>Substitute 15 lbs. Crown Vetch in steep or slide prone areas</i>))		
13	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merlon Bluegrass - .20 lb. Annual Rye*(<i>use annual rye only in mixtures seeded after August 1 and before May 15</i>).		
14	100	ton	Agriculture Lime		
15	20	ton	Fertilizer 10-20-10		
16	20	ton	Straw Mulch***		
17	500	lineal feet	Straw Bales		
18	10	ton	Wood Cellulose Fiber Mulch		
19	200	ton	Limestone Sand*** ₁		
20	200	ton	18" RipRap (Sandstone or Limestone)		
21	200	ton	#57 River Gravel/Sandstone		
22	200	ton	1-1/2" Crusher Run Stone		
23	200	linear foot	8" ADS Pipe (Perforated or Solid)		
24	200	linear foot	8" SDR 35 PVC Pipe		
25	100	linear foot	12" SDR 35 PVC Pipe		
26	100	linear foot	15" SDR 35 PVC Pipe		
27	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal		
28	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal		
29	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal		

SOUTHERN MAINTENANCE DEP14769

Addendum #1

REVISED Contractor's Bid Sheet - Continuation Page 2

30	200	linear foot	12" CMP Pipe		
31	200	linear foot	18" CMP Pipe		
32	200	linear foot	24" CMP Pipe		
33	200	square yard	Filter Fabric - Dupont Typar 3401 or equal		
34	100	linear foot	Permanent Fencing		
35	3	each	Access Gate - 16 foot heavy guage round tubular farm gate		
36	6	linear height	Type "A" Manhole - <i>As per DOH Standard Detail Ref Sheet DR7-A.</i>		
37	3	each	Type "G" Drop Inlet with grate - <i>As per DOH Standard Detail Ref Sheet DR6-G.</i>		
38	5	each	8" SDR 35 PVC Pipe Clean-out		
39	5	each	12" SDR 35 PVC Pipe Clean-out		
40	50	hour	Vacuum Truck*****		
41	10	each	Gabions (3'x3'x6' zinc-coated basket)		
42	1	each	Concrete Mine Seal Box		
43	10	cubic yard	3000 psi Structural Concrete		
44	10	bag	Soda Ash Briquette 50# bags		
45	20	hour	2" Water Pump		
46	20	hour	6" Water Pump		
47	40	hour	Small Jetter*****		
48	20	hour	Chain Saw (20" bar)		
49	20	hour	Weed Eater with Brush Blade		
50	5	gallon	Roundup Vegetation Killer		
51	50	square yard	Asphalt Wearing Course Material		
52	20	hour	Hydraulic Excavator Hammer (4000#)		
53	20	hour	Laborer I*****		
54	20	hour	Laborer II*****		
55	20	hour	Laborer III*****		
56			SOIL ANALYSIS TESTING****		
54A	5	each	Acid Base Count		
54B	10	each	Nutrients		
54C	10	each	pH (field)		
54D	10	each	pH (lab)		
			TOTAL		