



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  
**DEP14777**

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
09/28/2009				

BID OPENING DATE: **10/14/2009**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE COW CREEK (CHAFIN) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 09/16/09 MANDATORY ON-SITE PRE-BID MEETING.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 10/14/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14777 ***** 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."

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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

**Req # DEP 14777  
Cow Creek (Chafin) Drainage  
Addendum #1**

**Page 1 of 1**

**REVISIONS TO SPECIFICATIONS**

Special Provision VII Borrow/Disposal Areas – Reads “An off-site disposal area will be required”. Change to read “An off-site disposal may be required”.

**QUESTIONS AND ANSWERS**

Q: How much construction zone do we have around the mine portals?

A: The construction limits are shown on the drawings.

Q: Why are they re-doing these mine seals?

A: The residents in the area are afraid they may blow out in the future. It is unknown who or how the existing seals were originally installed or if they were done properly.

Q: Were piezometers installed?

A: No.

Q: Is there an existing pipe in each portal?

A: Mapping shows a pipe was found in each portal during surveying activities.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : \_\_\_\_\_  
Project: Cow Creek (Chafin) Drainage

Bid Date: 10/14/09  
Pre-Bid Date: 9/16/09

Name : Robert Canterbury  
Company: B & B Transite  
Address: 316 New River Drive  
Beckley WVA 25800  
Phone #: 304-673-9888  
Fax #: 304-~~768~~ 253-4583  
Email : Bob.Canterbury@gmail.com

Name : Todd Collins  
Company: SAE Clearing  
Address: P.O. Box 277  
Warney W.V. 25696  
Phone#: 606-237-1200  
Fax #: 606-237-1202  
Email : \_\_\_\_\_

Name : BRAD WISEMAN  
Company: WISEMAN EXCAVATING  
Address: RT1 Box 190 Liberty  
25124  
Phone #: 304-586-3736  
Fax #: 304-586-3789  
Email : \_\_\_\_\_

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

Name : Todd Cooper  
Company: Alex Energy  
Address: 300 Morgan Massey Dr.  
Julian, WV 25529  
Phone #: 304-369-8615  
Fax #: 304-369-8615  
Email : kew.brown@masseyenergyco.com  
304-369-8664

Name : DAVID H. BOWMAN  
Company: GREEN MOUNTAIN CO  
Address: 511 50th STREET  
Chas WV  
25304  
Phone#: 304 925 0253  
Fax #: 304 925 9230  
Email : Jody\_Meyer@OLCOM

Name : GARY MANHART  
Company: SIMON & ASSOC. INC.  
Address: 3700 COMMERCIAL ST  
BLAIRCBS BURG VA 24060  
P.O. Box 10007 24062  
Phone #: 540-951-4234  
Fax #: 540-951-4219  
Email : manhartg@simonassoc.com

Name : ANN WALSH  
Company: EASTERN ARROW  
Address: P.O. Box 4108  
CHARLESTON, WV  
25364  
Phone#: 304-414-0255  
Fax #: 0256  
Email : easternarrow@hotmail.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

## PRINT LEGIBLY

RFQ # : \_\_\_\_\_  
Project: Cow Creek (Chafin) Drainage

Bid Date: 10/14/09  
Pre-Bid Date: 9/16/09

Name : Randy Cooper  
Company: Cooper Reclamation  
Address: PO Box 13015  
Sissonville, WV  
25360

Phone #: 304-984-1115  
Fax #: 304-984-2276  
Email : Rcoopm103@aol.com

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Dennis C. Elson  
Company: Cowgirl WP Inc  
Address: PO Box 243  
Simpson, WV 26435

Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : DCE-COWGIRLWP@EARTHLINK.NET

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Allen Murdock  
Company: Bement Con sup  
Address: PO Box 10 Procius  
WV 250164

Phone #: 304-548-7004  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : \_\_\_\_\_  
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Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

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