



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
DEP15142

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
08/30/2010				

BID OPENING DATE: **09/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE RIFFE BRANCH BURNING REFUSE PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING 08/17/10.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 09/22/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15142 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

DEP15142
Riffe Branch Burning Refuse
Addendum # 1

Item 1: Q) What about weight restrictions on county roads that will be utilized to access the project site?

- A) Contractor will be responsible for adhering to all applicable codes, laws, and regulations that pertain to weight restrictions on county highway routes.

Item 2: Q) Can you clarify the use of a "wet mine seal" vs. a "mine water outlet drain".

- A) If mine portal(s) are not located after excavation at the site(s) and mine water is flowing from fractured bedrock or from a coal seam, rather than from an open portal or coal void, a mine water outlet drain shall be installed (as directed by the Engineer), as opposed to the installation of a standard wet mine seal. Please refer to Section 9.0, Mine Seals, of the Specifications and Sheet 4 of the plan drawings.

Item 3: Q) Will the straw bales shown in the details be changed to straw wattles?

- A) Contractors should submit bids as per current plans and specifications.

Item 4: Q) Do you anticipate any rock or soil being brought in from an outside source?

- A) Potential rock/soil borrow areas are shown on the plan sheets. If offsite borrow areas are used, it will be the responsibility of the Contractor to obtain such areas at no expense to the Owner, and in accordance with any applicable local, state, and/or federal regulations, including compliance with NEPA requirements. All offsite borrow areas must be approved by the Owner and Contractor must provide an erosion and sediment control plan, and reclamation plan for approval. Please refer to Section 7.0 (Drainage Control) and Section 12.0 (Soil Cover) of the Specifications.

Item 5: Q) What percent compaction must be achieved on the re-grade?

- A) Soil fill material shall be placed in eight (8) inch lifts maximum and compacted. Compaction of the fill material shall be to 90% of the material's Maximum Dry Density as determined by ASTM D-698. Please refer to Section 8.3.8 of the Specifications.

Item 6: Q) Is there a specifically designated route to access the mine seal?

- A) No. However, a roughly graded access exists, within the construction limits, that leads to the bench/mine seal area.

Item 7: Q) Will the trees and brush be burned on site?

A) Provisions for burning are outlined in the plan specifications. Please refer to Section 4.0, Site Preparation.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15142
 Project: Riffe Branch Burning Refuse

Pre-Bid Date: 8/17/2010
 Bid Opening Date: 9/22/2010

Name: B&B Transit Quiney Brewington
 Company: B&B Transit
 Address: P.O. Box 720
Beaver W.V
 Phone #: 304-255-2505
 Fax #: 304-255-4533
 Email: _____

Name: Company Tennessee Road Contractors LLC
 Company: NAME LEE PRESLEY
 Address: RT 1 Box 30
Farmington WV 26623
 Phone #: 304-765-2842
 Fax #: 304 765 2842
 Email: lpresley@gmail.com

Name: David Owens
 Company: SELCO CONST
 Address: PO. Box 1557
PIPEVILLE, WVA
 Phone #: 24874 - 304-732-7679
 Fax #: 304-732-7660
 Email: _____

Name: Keith Freshour
 Company: EAGLE Excavation Inc
 Address: P.O. Box 218
Kenna W.V 25248
 Phone #: 304 372-4378
 Fax #: 304 372-4378
 Email: _____

Name: David Owens
 Company: CLCO CORP
 Address: DRAWA A
ROSEDALE, VA 24280
 Phone #: 276-880-1034
 Fax #: _____
 Email: _____

Name: Brandon Epling
 Company: Boyer Land Services, Inc
 Address: P.O. Box 194
Beaver WV 25813
 Phone #: 304-860-1909
 Fax #: _____
 Email: _____

Name: Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO Box 13815
Sissonville, WV 25760
 Phone #: 304-9841115
 Fax #: 984-2770
 Email: _____

Name: LES BOLEN
 Company: ASPEN CORP
 Address: 2460 RITTER DR
DANIELS WV 25832
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email: aspenestimator@yahoo.com

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 Project : Riffe Branch Burning Refuse

Pre-Bid Date: 8/17/2010
 Bid Opening Date: 9/22/2010

Name: NOEL RYDER
 Company: DAVID L RYDER CONST INC
 Address: P.O. BOX 447 WHITE SULPHUR
SPRING W.V. 24986
 Phone #: 304-536-9383
 Fax #: 304-536-9381
 Email: Ryderconst@aol.com

Name: DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
CHAS WV 25304
 Phone #: 3049250253
 Fax #: 304-925-9230
 Email: Jody Mayer@aol.com

Name: DENNIS C. ELBON
 Company: COWGIRL LP INC
 Address: P.O. BOX 243
SIMPSON, WV 26435
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email: DCE_COWGIRL_LP@EARTHLINK.NET

Name: BASIL CARPENTER
 Company: BASIL CARPENTER EX INC
 Address: 637 Call RD
Chas Wv 25312
 Phone #: (304) 546-1601
 Fax #: 784-3528
 Email: Basil Carpenter@aol.com

Name: DON PHILLIPS
 Company: ESMER ASSOCIATES
 Address: P.O. BOX 426
BOONER, WV
 Phone #: 304-779-2131
 Fax #: 304-779-2859
 Email: d.phillips@esmerassociates.com

Name: GARY LOAG
 Company: M'Court & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email: _____

Name: Paul Michael
 Company: Breakaway Inc
 Address: 1075 Old Turnpike Rd
Sutton, WV 26601
 Phone #: (304) 765-5317
 Fax #: 304 765-5388
 Email: Breakaway-inc@verizon.net

Name: Don Wendt
 Company: Utilities Forestry Services
 Address: P.O. Box 1077
Chesfield, PA. 16830
 Phone #: 412-874-0072
 Fax #: 814-765-5698
 Email: _____

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Req. #:

DEP15142

 Project:

Riffe Branch Burning Refuse

Pre-Bid Date:

8/17/2010

 Bid Opening Date:

9/22/2010

Name: Eddie Sorah
 Company: EASTERTANK & UTILITY SERVICES
 Address: 5857 AIRPORT RD.
BLUEFIELD WV 24701
 Phone #: 304 324-2692
 Fax #: 304 324-8692
 Email: EASTERTANK@FRONTIER.NET.NET

Name: _____
 Company: _____
 Address: _____
 Phone #: _____
 Fax #: _____
 Email: _____

Name: Dale Thaxton
 Company: Thaxton Const Co. Inc
 Address: PO BOX 13279
CHARLESTON WV 25360
 Phone #: 984 2299
 Fax #: 984 2334
 Email: _____

Name: _____
 Company: _____
 Address: _____
 Phone #: _____
 Fax #: _____
 Email: _____

Name: ANN KAROZELL
 Company: EASTERN ARROW
 Address: PO BOX 4108
CHARLESTON WV
 Phone #: 304-44-0255 25364
 Fax #: 0256
 Email: easternarrow@hotmail.com

Name: _____
 Company: _____
 Address: _____
 Phone #: _____
 Fax #: _____
 Email: _____

Name: _____
 Company: _____
 Address: _____
 Phone #: _____
 Fax #: _____
 Email: _____

Name: _____
 Company: _____
 Address: _____
 Phone #: _____
 Fax #: _____
 Email: _____