



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  
**DEP15150**

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**  
**DIVISION OF LAND RESTORATION**  
**601 57TH STREET SE**  
**CHARLESTON, WV**  
**25304** **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2011				

BID OPENING DATE: **04/14/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE MORGAN CO. LANDFILL PROJECT TO            DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A            RESULTING FROM THE MANDATORY PRE-BID MEETING ON            03/17/11.</p> <p>BID OPENING DATE &amp; TIME REMAIN UNCHANGED AS 04/14/11            AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>***** THIS IS THE END OF RFQ DEP15150 ***** TOTAL:</p>						

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. 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](http://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).

## ADDENDUM NO. 1

## DEP15150 PRE-BID Q&amp;A:

1) Q: *Are the property corners marked and the property lines clearly delineated along the line?*

A: *The property boundary was solved utilizing existing plat records and property corners located in the field. Since a formal boundary survey was not conducted, missing corners have not been set. However, the location of property corners and lines are delineated on the plan.*

2) Q: *How are contractors to handle hazardous waste if any is discovered during waste relocation?*

A: *If any hazardous waste is encountered during construction it will be evaluated at that time and a plan of action will be addressed then.*

## ADDITIONAL INFORMATION:

For convenience, pertinent CAD files and geotechnical soil boring / test pit logs have been uploaded on a server that can be accessed by contractors. These may be accessed at:

<https://triadeng.sharefile.com/>

Email: [morgancountyLCAP@yahoo.com](mailto:morgancountyLCAP@yahoo.com)

Password: LCAP

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RECEIVED WVDE

RFQ #: DEP15150

Bid Date: 04/14/11

Project: Morgan Co Landfill Closure Pre-Bid Date: 03/17/11

ADMINISTRATIVE SECTION

**Name** : Mark Church  
**Company**: WV DEP  
**Address**: 717A Main St.  
Summersville WV  
**Phone #**: 304 545-0793  
**Fax #** : 872-3800  
**Email** : mark.A.Church@WV.gov

**Name** : Paul T. Blanton  
**Company**: Hinkle Contracting Company LLC  
**Address**: 605 Blue Sky Parkway  
Lexington KY 40509  
paul.blanton@hinklecontracting.com  
**Phone#** : \_\_\_\_\_  
**Fax #** : \_\_\_\_\_  
**Email** : \_\_\_\_\_

**Name** : STEVE SZARBO  
**Company**: ALL CONSTRUCTION INC.  
**Address**: P.O. Box 232  
MT STORM, WV  
**Phone #**: 304 263 7131  
**Fax #** : 304 263 7199  
**Email** : STEVE.SZARBO@Rocketmail.com

**Name** : GEORGE MILKENT  
**Company**: LEE SUPPLY  
**Address**: 305 1<sup>st</sup> STREET  
CHALLOU PA 15022  
**Phone#** : (724) 483-3543  
**Fax #** : (724) 483-0577  
**Email** : GMILKENT@LEE SUPPLY.COM

**Name** : BASIL CARPENTER  
**Company**: BASIL CARPENTER & INC  
**Address**: 637 Calk RD  
Chas WVA 25312  
**Phone #**: 304 546-1661  
**Fax #** : 984 3528  
**Email** : Basil Carpenter @ Aci.com

**Name** : JAMES ALLEN  
**Company**: JF ALLEN CO  
**Address**: PO BOX 2049  
Buckhannon WV  
26201  
**Phone#** : 304 472 8897  
**Fax #** : 304 472 8890  
**Email** JAMES.ALLEN@JFALLENCO.COM

**Name** : DAVID H. BOWMAN  
**Company**: Green Mountain  
**Address**: 511 50th Street  
Chas WV 25304  
**Phone #**: 304 925 0253  
**Fax #** : 925 9230  
**Email** : Jody Maye AOL.com

**Name** : KEVIN GROVES  
**Company**: All American  
**Address**: 489 Williamsport Pike #125  
MARNSBURG WV 25404  
**Phone#** : 540-931-4065  
**Fax #** : \_\_\_\_\_  
**Email** : ALLAMERICAN@YMAIL.COM

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ #: DEP15150

Bid Date: 04/14/11

Project: Morgan Co Landfill Closure Pre-Bid Date: 03/17/11

**Name** : James Cooper  
**Company**: TRI-STATE PIPELINE, INC  
**Address**: 6361 US RT W EAST, SUITE 3  
Barboursville, WV 25504  
**Phone #**: 304-733-6801  
**Fax #** : 304-733-6803  
**Email** : jamescooper@tri-statepipeline.com

**Name** : Allen Lane  
**Company**: C. Allen Lane Construction  
**Address**: 2393 Giles Mill Road  
Bunker Hill, WV 25413  
**Phone#** : 304 229-8958  
**Fax #** : 304 229-8958  
**Email** : allenlane@calconwv.com

**Name** : Jason C. Workman  
**Company**: Mountainer Contractors, Inc.  
**Address**: P.O. Box 606  
Kingwood, WV 26537  
**Phone #**: (304) 329-2129  
**Fax #** : (304) 329-2206  
**Email** : jason.workman@mcinwv.com

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

**Name** : DUSTY ELLIOT  
**Company**: SNYDER ENVIRONMENTAL SERVICES  
**Address**: 270 INDUSTRIAL BLVD  
Kearneysville WV  
25420  
**Phone #**: (304) 806-2506 (804) 725-9440  
**Fax #** : (304) 728-7326  
**Email** : delliot@snyderenv.com

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

**Name** : Steve Calvert  
**Company**: Green River Group, LLC  
**Address**: 530 Ashebrooke Sq.  
Morgantown, WV 26508  
**Phone #**: 304-288-1817  
**Fax #** : 304-594-3991  
**Email** : Scalvertgrg@AOL.com

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

Rec'd  
Paved Plans

Plan 2