



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
DEP15373

PAGE
1

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

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

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
04/12/2011				

BID OPENING DATE: **05/03/2011** 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 BOOTH REFUSE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 04/05/2011.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/03/11 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP15373 ***** 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 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 #1 - Questions During Pre-Bid Meeting

For DEP 15373

Booth Refuse

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

General Comments:

1. No burning will be permitted on the refuse pile at site #1
2. No borrow areas has been designated in the plans. It will be the contractors responsibility to obtain approval for a borrow site. This borrow site will be required to provide the soil cover material for the refuse pile at site #1. There will be approximately 3000 cy of material required for the soil cover. This material will be covered under Item 8.3 Re-grade Area Soil Cover.
3. There will be a one foot soil cover required under all ditches on site #1. No ditch work will be permitted on exposed refuse.

Questions:

1. **Q.** Will the water from the mines need to be treated?
A. Yes. The water must be treated to a pH of 6.0 to 9.0 during the dewatering process. A drainage plan will be required prior to the mine portal excavation.
2. **Q.** How wide is the road stone on site #2?
A. The road stone will be 10' wide and 3" in depth. This will be the requirement for the stone at the completion of the project.
3. **Q.** Will any of the trees on site #1 need to be saved?
A. Any tree that is 8" or above must be cut and stockpiled for the property owner.

The Contractor shall have 120 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 120 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15373
Project: Booth Refuse

Bid Open Date: May 3, 2011
Pre-Bid Date: April 5, 2011

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC.
Address: P.O. BOX 218
KENNA, WV
25248
Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email : NONE

Name : DAVID TITTE
Company: ALL-CON. LLC
Address: 124 KILBOTT LANE
BEAVER WV 25813
Phone#: 304 731 0190
Fax #: 304 255 4232
Email : TITTE@ACI-WV.COM

Name : SCOTT LAURITA
Company: SCJL CO-LEASING CORP
Address: 8 HUNTER ZANE RD
FAIRMONT WVA 26559
Phone #: 304-290-4608
Fax #: 304-296-0252
Email : JS LAURITA(A)@yahoo.com

Name : MIKE GRAY
Company: GRACAN CORP.
Address: 10301 SR #149
FOOT BR. N.Y. 12827
Phone#: 518-792-3826
Fax #: 518-745-8117
Email : GRACAN CORP @ YAHOO.COM

Name : GARY LONG
Company: MCCURT & SON CONST.
Address: 2790 CENTRALIA RD
SUTTON WV 26601
Phone #: 304 765-5388
Fax #: 304 765-5293
Email : glong@wirefire.com

Name : BRIAN CARTRELL
Company: ANDERSON EXCAVATION LLC
Address: 343 WILLIAM ROAD
MORGANTOWN, WV 26501
Phone#: 304-983-2296
Fax #: 304-983-4755
Email : bcartrell@andersonexcavation.com

Name : DAN VINCENT
Company: BRECKAWAY INC.
Address: 1075 OLD TURNPIKE RD.
SUTTON WV 26601
Phone #: 304 765 5317
Fax #: 304 765 5389
Email : dave@breckawaywv.com

Name : Edward Wolfe
Company: Wolfe Run Excavating
Address: 110 Wolfe Run Rd.
TUNNELTON WV 26444
Phone#: 304-698-4977
Fax #: 304-892-3314
Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15373
Project: Booth Refuse

Bid Open Date: May 3, 2011
Pre-Bid Date: April 5, 2011

Name : Ty Martin
Company: Solid Rock Ex. Inc.
Address: 3106 Hudson Rd
Albright WV 26519
Phone #: 304-276-2371
Fax #: 304-379-9502
Email : solid-rock@frontier.net.net

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO.
Address: 511 50th STREET
CHARLESTON WV
25304
Phone#: 304-925-0253
Fax #: 925 9230
Email : DHB 722@yahoo.com

Name : Spencer Wooddell
Company: Compirl Up Inc
Address: PO Box 243
Simpson WVa 26435
Phone #: 304 739 4397
Fax #: 304-739 4401
Email : scw-compirlup@earthlink.net

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

Name : Johnny Barill
Company: Kelli Corp
Address: 494 Dug Hill Rd
Morgantown WV
26508
Phone #: 304 288 3834
Fax #:
Email : johnbarill@yahoo.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 : BARNES EXC@AOL.COM

Name : MIKE FERSONE
Company: ATC ASSOC
Address: 3 TRAM AVE
BRASSINGTON NJ
Phone #: 330-620-1232
Fax #: 609-386-7942
Email :

Name : Adam Adkins
Company: Aspen Corp.
Address: 2420 Bitter Drive
Parole, WV 25832
Phone#: (304) 763-4573
Fax #: (304) 763-4591
Email : adam.adkins@aspen-golf.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15373
Project: Booth Refuse

Bid Open Date: May 3, 2011
Pre-Bid Date: April 5, 2011

Name : VICTOR FARKAS
Company: FLINT Energy Services
Address: 451 N Market Dr
Morgantown WV
26508
Phone #: 304-216-3654
Fax #: 304-292-1990
Email : v.farkas@flintenergy.com

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____