



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
DEP15411

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
05/04/2011				

BID OPENING DATE: 05/25/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE JONBEN REFUSE PILE PROJECT IN RALEIGH CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 04/27/11.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/25/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15411 ***** 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. 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).

DEP15411
Jonben Refuse Pile
Addendum # 1

Item 1: The contractor will have 60 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 60 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Q) How much soil cover is required?

A) Six inches. Please refer to Section 8 of the specifications for details.

Item 2: Q) Is the soil cover included in the unclassified excavation?

A) There is a separate bid item included for soil cover (Item 8.2).

Item 3: Q) Can you clarify the under drain bid item? No under drains are shown on the plans.

A) Please refer to Section 10.0 of the specifications, Sub-Surface Drains. Under drains are not specifically shown on the plans. However, if deemed necessary, they will be constructed at the location(s) designated and approved by the WVDEP. A "Sub-Surface Drain" specification and detail are included in the project plans.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #:

DEP15411

 Project:

Jonben Refuse Pile

Pre-Bid Date:

4/27/2011

 Bid Opening Date:

5/25/2011

Name: Robert Baines
 Company: BAINES EXC. INC.
 Address: P.O. BOX 13384
SISSONVILLE WV 25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email: BAINES EXC@AOL.COM

Name: Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO BOX 13015
SISSONVILLE, WV
 Phone #: 304-984-1115
 Fax #: 984-2770
 Email: RCCorpen103@aol.com

Name: GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. BOX 218
KENNA WV 25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email: NOTE

Name: Robert Carlsburg
 Company: OCL SHARES
 Address: Box 1219
Bluefield wva
 Phone #: 304-623-9388
 Fax #: 304 323 3037
 Email: Bob.Carlsburg@gmail.com

Name: NOEL RYDEN
 Company: DAVID L RYDEN CONT INC
 Address: P.O. BOX 447
WHITE SULPHUR SPRINGS WV 24986
 Phone #: 304-536-9383
 Fax #: 304-536-9381
 Email: Ryden cont. @suddenlink.net

Name: Brian Moore
 Company: Cowgirl Up Inc.
 Address: P.O. Box 243
Simpson, WV 26435
 Phone #: 304-731-4397
 Fax #: 304-739-4401
 Email: DCE-cowgirlup.net@earthlink.net

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

Name: Eli Testerman
 Company: ALL-CON
 Address: 124 Philpott LN
BEAVER WV 25813
 Phone #: 304-255-0491
 Fax #: -4232
 Email: etesterman@qci-wv.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :

DEP15411

 Project :

Jonben Refuse Pile

Pre-Bid Date:

4/27/2011

 Bid Opening Date:

5/25/2011

Name: Amanda Tyler
 Company: Building & Utility Systems, LLC
 Address: P.O. Box 160
Jumping Branch, WV 25969
 Phone #: (304) 466-3412
 Fax #: (304) 466-3746
 Email: buildingutility@yahoo.com

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

Name: Lester Excavating inc
 Company: 221
 Address: Foundation Fork
Simon WV 24882
 Phone #: _____
 Fax #: _____
 Email: _____

Name: _____
 Company: 5/4/11
 Address: NO NAME OR
SIGNATURE - NOT
ELIGIBLE TO BID
 Phone #: _____
 Fax #: _____
 Email: Clark B

Name: Jeff Rupe
 Company: Level Land Development
 Address: P.O. Box 975
Sophia, WV 25921
 Phone #: 304-573-9072
 Fax #: _____
 Email: traxeyrupe@suddenlink.net

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

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

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