



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
DEP15033

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
08/25/2011				

BID OPENING DATE: 09/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BIG BEAR LANDFILL PROJECT IN PRESTON CO., WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 08/09/2011 MANDATORY PRE-BID MEETING.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 09/13/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15033 ***** 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).

Big Bear Lake Landfill Pre-bid 8-9-2011

Comments made by Paul Benedum during the pre-bid.

- 1) These are private roads and all park requirements are to be obeyed or drivers may be asked not to return.
- 2) The conditions of the roads when the project is completed must be at least as good as when you started.
- 3) The excavator operator should take care to segregate clean soil from waste materials.

Questions & Answers

Question: Are there any restrictions on working hours?

Answer: None at Big Bear. However, you are restricted to hours of operation at Meadowfill Landfill.

Question: What do you consider "clean" material?

Answer: Any material that does not contain waste.

Question: Where is all the waste located?

Answer: As shown on the drawings inside the gravel road and bordered in the back by trees.

Question: Have the monitoring wells been removed?

Answer: Yes they were removed under a previous contract.

Question: If there is insufficient clean material for regarding, is there local soil we can use?

Answer: Yes, the humps around the landfill may be used as needed along with the leaf waste composted by Big Bear Lake located near the lake. E & S controls as needed.

Question: Can we come back later to see the site again?

Answer: Yes. Make arrangements with Big Bear Lake.

Question: How did you arrive at the 5700 tons and is that a good number?

Answer: Basically, the cross sections show a volume of waste (including intermixed soil) of 4,550 cubic yards that may potentially have to be removed from the project. We have no way of knowing what the unit weight of the material and it could vary significantly based on the amount and unit weight of soil intermixed with the garbage. Based entirely upon an assumption of 2,500 lbs/cy, the total weight is estimated at 5,700 tons. Again, this could vary substantially based on the amount of soil intermixed with the garbage. The actual quantity will need to be verified through scale weights as delivered to the landfill.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP-15033 Bid Open Date: 9-13-11 1:30PM
 Project: Big Bear Landfill Removal Pre-Bid Date: 8-9-11 10:00

Name : Duane Wolfe **PAID**
 Company: Solid Rock Ex. Inc
 Address: 3106 Hudson Rd
Albright, WV 26519
 Phone #: 304-379-9502
 Fax #: 304 379 4969
 Email : Solid Rock @ Frontier.net.net

Name : Claude Ryan **PAID**
 Company: Ryan Environmental
 Address: Rt 4 Box 260
Bridgeport WV 26330
 Phone #: 304-842-5578
 Fax #: 304-842-5131
 Email : CJiv@ryanenviro.com

Name : Charles J. Moyer
 Company: Barrington Form Sec.
 Address: PO Box 107
Barrington Mills, WV
26525
 Phone #: 304-379-2641
 Fax #: 304-379-2645
 Email : Charlie.Moyerd55@comcast.net

Name : Mike Miller
 Company: Miller Environmental
 Address: 514 Hartman Run Rd
Morgantown, WV 26505
Twincreek
 Phone #: 304-292-8655
 Fax #: 8654
 Email : micem@millerev-wv.com

Name : Tom Holmes
 Company: A.S.T. ENVIRONMENTAL
 Address: 70 COMMERCIAL WAY
SPRINGSBORO, OHIO **PAID**
45066
 Phone #: 937-743-0002 EXT. 11
 Fax #: 937-743 0121
 Email : T.Holmes@ASTENVIRONMENTAL.COM

Name : Gary Tinsley **PAID**
 Company: Robert BEITZEL Exc.
 Address: P.O. Box 635
Oakland, MD.
 Phone #: 301-334-6326
 Fax #: 301-334-6326
 Email : beitzelexc@gmail.com

Name : Harrison Bowman
 Company: Green Mountain Co
 Address: 511 50th St
Charleston WV 25304
 Phone #: 304-925-6253
 Fax #: 304-925-9230
 Email : DNB722@icloud.com

Name : DAVE WARE
 Company: ORANGE CONST. CORP.
 Address: 170 OLD CHEAT RD.
MORGANTOWN, WV 26505
 Phone #: (304) 291-6765
 Fax #: (304) 291-6975
 Email : ORANBECONSTR@AOL.COM

Received plans, please invoice Pd Received plans, paid

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP-15033 **Bid Open Date:** 9-13-11 1:30PM
Project: Big Bear Landfill Removal **Pre-Bid Date:** 8-9-11 10:00

Name : Doug Vincent
Company: Breakaway
Address: 1075 Old Turnpike Rd
Sutton W. Va.
Phone #: 304-765-5317
Fax # : 304 765 5389
Email : Doug@BreakawayWV.com

Name : Ken Westfall
Company: Waste Management
Address: Rt. 2 Box 68
Bridgeport, WV
Meadowfill
Phone# : 963-6183
Fax # : _____
Email : KWestfall@wim.com

Name : Steve Solomon
Company: Solo CRANE Inc.
Address: 194 W Park Ave
Weston WV 26501
Phone #: 304-296 4971
Fax # : 304 296 4971
Email : _____

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

Name : Steve Calvert
Company: Green River Group, LLC
Address: P.O. Box 18039
Morgantown, WV 26507
Phone #: 304-594-3991
Fax # : 3992
Email : SCalvertgrg@aol.com

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

Name : Steve Langan
Company: Langan & C Corp
Address: Route 1 Box 84
Cumberland St East
Wiley Ford 26767
Phone #: 304-738-3300
Fax # : 304-738-3384
Email : steve.langan@langanccorp.com

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



Received plans, please invoice Pd Received plans, paid