



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
DEP15546

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
09/29/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE HARRIS BRANCH REFUSE PILE TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/13/2011.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 10/19/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

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).

DEP15546
Harris Branch 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: Where is the soil borrow area located?

A: There is a potential soil borrow area located off site. It is shown on the inset on Plan Sheet 2. Should the Contractor decide to obtain and utilize any borrow areas outside of construction limits, or move material from one property owner to another, unless designated, the Contractor shall be responsible to obtain from the property owner(s) of the borrow areas, all necessary rights of entry, including rights of entry for WVDEP and OSMRE for inspection purposes. The said rights of entry agreement must state that the property owner(s) indemnify and hold harmless the WVDEP for Contractor's action for any injury or damages whatsoever resulting from the use of the property. Please reference Special Provision VII of the Specifications.

Item 3: Q: Is burning permitted?

A: Burning of the combustible material will not be permitted on or near refuse, mine portals, or within close proximity to coal seams or utilities. The Contractor shall obtain all permits and licenses required prior to burning the material. Prior to burning, a plan showing the location of material to be burned, and all fire control measures to be implemented, including copies of permits and licenses, shall be submitted to the WVDEP's representative for approval. Please reference section 4.2.7 of the Specifications.

Item 4: Q: Does the chain link fence near the mobile have to be removed?

A: Please refer to plan notes and specification 4.1.2. It is anticipated that the chain link fence will have to be removed and replaced to facilitate the drainage/refuse work. The fence location is shown on the plans. The fence shall not be damaged or destroyed during the removal, and shall be replaced in the original location after construction is completed. Cost for fence removal shall be included in Item 4.1, Site Preparation.

Item 5: Q: Does the trash/debris beside the chain link fence have to be removed?

A: If the trash/debris is within the construction work limits, and must be moved to facilitate the drainage/refuse work, then the trash/debris must be disposed of offsite, in accordance with Specification 4.0, Site Preparation.

SIGN IN SHEET

Request for Proposal No. DEP15546 PLEASE PRINT

Date 9/13/11

HARRIS BRANCH REFUSE PILE

*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>EASTERS TANK & UTILITY SERVICES MS KRIT LANE PRINCETON NJ</u>	<u>24740</u>	PHONE <u>304-524-2692</u> TOLL FREE <u>800-455-6754</u>
Rep: <u>Roxie Bowling</u>		FAX <u>304-324-8692</u>
Email Address: <u>EASTERS TANK @ FROSTNER.NET, NET</u>		PHONE <u>304 323 1996</u> TOLL FREE
Company: <u>DCI SHIRES, INC</u>		PHONE <u>304 323 3037</u> TOLL FREE
Rep: <u>MICHAEL GATES</u>		PHONE <u>304 772 8307</u> TOLL FREE <u>304 732 7855</u>
Email Address: <u>ROBERT DEFB @ DCI SHIRES.COM</u>		FAX
Company: <u>Pineville Paving & Exc. Inc Box 1290</u>		PHONE <u>304 772 8307</u> TOLL FREE <u>304 732 7855</u>
Rep: <u>W R Hocket</u>	<u>Pineville Wv 28134</u>	FAX
Email Address: <u>Tonyapp1@aol.com</u>		PHONE <u>304-925-9253</u> TOLL FREE
Company: <u>Green Mountain Co.</u>	<u>511 50th St.</u>	PHONE <u>304-925-9253</u> TOLL FREE
Rep: <u>Harrison Bowman</u>	<u>Charleston Wv 25304</u>	FAX
Email Address: <u>DHR722 @ Aol yahoo.com</u>		PHONE <u>(304) 466-3418</u> TOLL FREE
Company: <u>Building & Utility Systems</u>	<u>P.O. Box 160</u>	PHONE <u>(304) 466-3418</u> TOLL FREE
Rep: <u>Amanda Tyler</u>	<u>Jumping Branch, Wv 25969</u>	FAX <u>304-925-9230</u>
Email Address: <u>buildingutility@yahoo.com</u>		PHONE <u>(304) 466-3418</u> TOLL FREE
		FAX <u>(304) 466-3746</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Main Street Builders LLC</u>	<u>PO Box 309</u>	PHONE <u>304-920-2669</u>
Rep: <u>Rusty Sarver</u>	<u>Princeton WV 24740</u>	TOLL FREE
Email Address: <u>Rustysarver@gmail.com</u>		FAX <u>304-425-2171</u>
Company: <u>GOPHER LAND SERVICES</u>	<u>PO BOX 194</u>	PHONE <u>304 B60 1909</u>
Rep: <u>Beverly WV 25813</u>		TOLL FREE
Email Address: <u>mn0se@suddenlink.net</u>		FAX
Company: <u>Carpenter Reclamation, INC</u>	<u>PO Box 13015</u>	PHONE <u>304-984-1115</u>
Rep: <u>Randy Carpenter</u>	<u>Saxsonville WV 25760</u>	TOLL FREE
Email Address: <u>Rcarpen102@aol.com</u>		FAX <u>984-2770</u>
Company: <u>ASA ENERGY INC</u>	<u>151 STEWART ST</u>	PHONE <u>304-320-3961</u>
Rep: <u>Wes Adair</u>	<u>Welch WVA 24804</u>	TOLL FREE
Email Address: <u>Wesadair@Hotmail.com</u>		FAX
Company: <u>All-Con, LLC</u>	<u>124 Phicott Ave</u>	PHONE <u>304 255-0441</u>
Rep: <u>Charli Gulyard</u>	<u>Beaver, WV 25815</u>	TOLL FREE
Email Address: <u>cgulian@ACE-wv.com</u>		FAX <u>304 255-0506</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Peachtree Land Corp.</u>	<u>800 Princeton Ave.</u>	PHONE <u>304-324-2417</u>
Rep: <u>Mark Kinder</u>	<u>Bluefield WV</u>	TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX