



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
DEP15547

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
09/30/2011				

BID OPENING DATE: 10/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.01 ***** ADDENDUM ISSUED FOR THE COALDALE MOUNTAIN REFUSE PILE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/15/2011. BID OPENING DATE & TIME REMAIN UNCHANGED AS 10/20/11 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).

DEP15547
Coaldale Mountain Refuse Pile
Addendum # 1

Item 1: The contractor will have 120 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 120 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: To coordinate work around the existing gas line, please contact Tom Johnson (Energy Corp. of America) at 304-932-2279.

Item 3: Contractor is reminded that he/she is responsible for obtaining his/her own burning permit. Burning of the combustible material will not be permitted on or near refuse, mine portals, or within close proximity to coal seams or utilities. Please reference Specification 4.2.7.

Item 4: Contactor is reminded that a potential soil borrow has been shown on the project plans. 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 for obtaining from the 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) agree to indemnify and hold harmless the WVDEP from all liability and/or damages resulting from the contractor's use of the property. Please reference Special Provision VII, Borrow Disposal Areas.

Item 5: Contactor is reminded that he/she must reclaim/re-vegetate all disturbed areas including soil borrow areas. Contractor must provide a reclamation plan for approval. Please reference Specification 4.2.8. Re-vegetation of soil borrow areas will be paid under Bid Item 4.0, Site Preparation.

Item 6: Contactor is reminded that a dewatering plan shall be submitted and approved by the Engineer prior to any work taking place. The contractor shall install and operate a water treatment system utilizing soda ash briquettes in a manner approved by the Engineer to maintain a pH between 6.0 and 9.0 in all water above base flow while dewatering the mines. Please reference Specification 11.3.2.

SIGN IN SHEET

Page 1 of 3Request for Proposal No. DEP15547 PLEASE PRINTDate 9/15/11COALDALE MOUNTAIN REFUSE PILE

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Pineville Paving + Exc. Inc</u>	<u>Box 1290</u>	PHONE <u>304-732-8303</u>
Rep: <u>Mike BRADFORD</u>	<u>Pineville W.V. 24874</u>	TOLL FREE
Email Address:		FAX <u>304-732-7855</u>
Company: <u>Carpenter Reclamation Inc.</u>	<u>PO Box 13015 Sissonville,</u>	PHONE <u>304 984-1115</u>
Rep: <u>Randy Carpenter</u>	<u>WV 25360</u>	TOLL FREE
Email Address: <u>Rcarper102@aol.com</u>		FAX <u>984-2770</u>
Company: <u>GOPHER LAND SERVICES</u>	<u>P.O. Box 194</u>	PHONE <u>304-860-1909</u>
Rep: <u>MIKEY ROSE</u>	<u>BEAVER, WV</u>	TOLL FREE
Email Address: <u>MIKEY.D.ROSE@SUDDENLINK.WV</u>		FAX
Company: <u>EAGLE EXCAVATION INC</u>	<u>P.O. BOX 218</u>	PHONE <u>(304)372-4378</u>
Rep: <u>GEORGE FRESHOUR</u>	<u>KENNA, WV 25240</u>	TOLL FREE
Email Address: <u>NONE</u>		FAX <u>(304)372-4378</u>
Company: <u>BARNES EXC. INC.</u>	<u>P.O BOX 13384</u>	PHONE <u>304-984-1725</u>
Rep: <u>ROBERT BARNES</u>	<u>SISSONVILLE</u>	TOLL FREE
Email Address: <u>BARNES EXC(A)AOL.COM</u>	<u>WV. 25360</u>	FAX <u>304-984-0074</u>

SIGN IN SHEET

Page 2 of 3

Request for Proposal No. DEP15547 PLEASE PRINTDate 9/15/11COALDALE MOUNTAIN REFUSE PILE

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

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>rusty sarver@gmail.com</u>		FAX <u>304-425-2171</u>
Company: <u>Green Mountain</u>	<u>511 50th St.</u>	PHONE <u>304 925-0253</u>
Rep: <u>Harrison Bowman</u>	<u>Charleston WV 25304</u>	TOLL FREE
Email Address: <u>dhb722@yahoo.com</u>		FAX <u>304-925-9230</u>
Company: <u>COWGIRL HP INC</u>	<u>PO Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>DENNIS C. ELBON</u>	<u>SIMPSON, WV 26455</u>	TOLL FREE
Email Address: <u>DCE - COWGIRL HP @ EARTHINK.NET</u>		FAX <u>304-739-4401</u>
Company: <u>All-CON, LLC</u>	<u>124 Philpott Lane</u>	PHONE <u>304-255-0491</u>
Rep: <u>Danny FREDERICK</u>	<u>BEAVER, WV 25813</u>	TOLL FREE
Email Address: <u>DIRLE@ACI-WV.COM</u>	<u>304-731-0190</u>	FAX <u>304-255-4232</u>
Company: <u>DCI SHIRES, Inc</u>		PHONE <u>304 323 1996</u>
Rep: <u>MICHAEL GATES</u>		TOLL FREE
Email Address: <u>ROBERT SHIRES@DCI SHIRES.COM</u>		FAX <u>304 323 3037</u>

SIGN IN SHEET

Request for Proposal No. DEP15547 PLEASE PRINT

Date 9/15/11

COALDALE MOUNTAIN REFUSE PILE

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

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company: <u>Aspen Corporation</u>	<u>2400 Ritter Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Joe Kubiw</u>	<u>Daniels WV 25832</u>	TOLL FREE
Email Address: <u>jkubiw@aspen-golf.com</u>		FAX <u>304-763-4591</u>
Company: <u>ABA ENERGY INC</u>	<u>151 Stewart St</u>	PHONE <u>304-320-3961</u>
Rep: <u>Wes Addair</u>	<u>Welch WVA 24801</u>	TOLL FREE
Email Address: <u>wesaddair@hotmail.com</u>		FAX <u>304-436 5111</u>
Company: <u>EASTERN TANK & UTILITY SERVICE</u>	<u>145 KRIT LANE</u>	PHONE <u>304-324-2692</u>
Rep: <u>RONNIE ROWLING</u>	<u>PRINCETON WV</u> <u>24740</u>	TOLL <u>800-455-6754</u> FREE
Email Address: <u>EASTERN TANK @ FRONTIER NET.NET</u>		FAX <u>304-324-8692</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____