



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
DEP15683

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

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
03/12/2012				

BID OPENING DATE: 03/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.1						
ADDENDUM ISSUED TO DISTRIBUTE PRE-BID ATTENDENCE SHEET FROM PRE-BID MEETING HELD:03/01/2012						
BID OPENING REMAINS:03/22/2012 AT 1:30PM						
NO OTHER CHANGES.						
END OF ADDENDUM NO.1						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15683 ***** 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 PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE:** Seller shall be bound to this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
- 4. COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
- 11. TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 12. RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. 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.
- 14. 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.
- 15. 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>.
- 16. 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.
- 17. ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

**SIGN IN SHEET**

RECEIVED WVDEP

PLEASE PRINT

Request for Proposal No. DEP15683

Date: 3-1-12

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD A II: 52

TELEPHONE & FAX NUMBERS

MAILING ADDRESS/ATIVE SERVICE

FIRM & REPRESENTATIVE NAME

Company:	WV-DEP	717A Main St	PHONE 545-0793
Rep:	Mark Church	Summersville WV 26651	TOLL FREE
Email Address:	mark.w.church@wv.gov		FAX 872-3800
Company:	Triple H Coat	PO Box 176 Beverly W.V.	PHONE 304-636-1194
Rep:	Chuck Harper	26053	TOLL FREE
Email Address:			FAX 304-636-3680
Company:	<del>AAA SPENCER</del> ROMIE SPENCER INC	HC 74, Box 201	PHONE 304-364-8626
Rep:	S.R. SPENCER	Duck, WV	TOLL FREE
Email Address:	RHS2@hughes.net	25063	FAX 304-364-8376
Company:	All-Con, LLC	124 PHILPOTT LANE	PHONE 3047310190
Rep:	DAVID BRAE	BEAVER WV 25813	TOLL FREE
Email Address:	DIRLE@ACI.WV.COM		FAX 304 255 4232
Company:	Boys Inc Central	1611 Hunters Green Pkwy	PHONE 301-582-9797
Rep:	Jason Sheetz	Haysketcher MD 21740	TOLL FREE
Email Address:	jason.sheetz@		FAX 301-582-9792

ryancentral.com

Date: 3-1-12

**SIGN IN SHEET**

PLEASE PRINT

Request for Proposal No. DEP15683

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

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>Hott + Miller, Inc.</u>	<u>P.O. Box 88</u>	PHONE <u>304-874-3969</u>	
Rep: <u>Gerald Hott</u>	<u>Wardensville, WV 26051</u>	TOLL FREE	FAX <u>304-874-3969</u>
Email Address: <u>hottmiller@hardynet.com</u>		PHONE <u>304 229 8958</u>	
Company: <u>C. Allen Lane Construction</u>	<u>2393 Giles Mill Rd.</u>	TOLL FREE	FAX
Rep: <u>Allen Lane</u>	<u>Bunker Hill, WV 25413</u>	PHONE <u>(304) 725-9140</u>	
Email Address: <u>allenlane@calconwv.com</u>		TOLL FREE	FAX
Company: <u>Snyder Environmental Services Inc</u>	<u>270 Industrial Blvd</u>	PHONE <u>(304) 728-7326</u>	
Rep: <u>Coley Dawson</u>	<u>Kearneysville WV 25430</u>	TOLL FREE	FAX
Email Address: <u>cdawson@snyderenv.com</u>		PHONE	TOLL FREE
Company:		FAX	
Rep:		PHONE	TOLL FREE
Email Address:		FAX	
Company:		PHONE	TOLL FREE
Rep:		FAX	
Email Address:		PHONE	TOLL FREE
		FAX	