



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
 DEP15721

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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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
03/26/2012				

BID OPENING DATE: 04/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
ADDENDUM NO.1 ADDENDUM FOR THE "MILL CREEK REFUSE PILE' PROJECT ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION. FROM PRE-BID MEETING HELD: 3/14/2012. 1. Q&A'S 2. PRE-BID SIGN-IN SHEETS. 3. BID OPENING DATE IS CHANGED FROM: 3/29/2012 AT 1:30PM TO: 4/05/2012 AT 1:30PM NO OTHER CHANGES END OF ADDENDUM NO.1 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES ***** THIS IS THE END OF RFQ DEP15721 ***** 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.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.
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).

DEP15721
Mill Creek Refuse Pile
Addendum # 1

Item 1: The contractor will have 90 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 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: For ditches receiving grout, the riprap stone required shall have a D50 of 12 inches, minimum diameter of 6 inches, and a maximum diameter of 18 inches. Pieces smaller than the above minimum sizes shall not exceed 15% by weight. Any stone considered for use must first be visually approved by the Engineer. Riprap stone shall be as nearly rectangular in section as is practicable. All stone shall be well-graded and obtained from an Engineer approved source.

Item 3: Grouting, where required to be placed on riprap, shall be applied as soon as possible after placement of riprap. The stone shall be thoroughly wet immediately before grout is applied. As soon as grout is deposited on the surface, it shall be thoroughly worked into the joints to achieve 100 percent penetration. The stones shall then be brushed so that their top surfaces are exposed. The grout shall be protected from running water to prevent damage until sufficiently cured. The riprap shall be free of dirt, sticks, limbs, leaves, and all other organic material or trash.

Item 4: Q) If the ditches have been excavated to bedrock, do we still have to place riprap?

- A) Please refer to Section 7.3.1 of the Specifications. The channels and ditches shall be constructed to the approximate line, grade, and templates as shown on the plans or as directed by the Engineer. Sections of ditches that are cut to rock shall not require riprap but shall be paid under the appropriate sized riprap or grouted riprap ditch.

Item 5: Q) Can we use limestone or sandstone riprap lining for the ditches?

- A) Hard, durable stone meeting the requirements outlined in Section 7 of the Specifications may be used.

Item 6: Q) Can we drill and shoot?

- A) All associated blasting operations shall be conducted in strict accordance with applicable State and Federal laws relating to rock blasting and the storage and use of explosives. The Contractor shall maintain and keep in full force and effect blasting insurance to protect and indemnify the Owner and/or its agents or representative from claims for damages and shall defend all suits at law. The Contractor shall submit to the Owner a request for permission to blast rock, a reclamation plan for the area to

be disturbed and proof of blasting insurance coverage prior to initiating blasting operations. Failure to obtain approval for blasting prior to initiating the work will result in no payment for items utilizing this rock.

Item 7: In reference to Note No. 6 on Plan Sheet 3 – The minimum required capacity for the sediment trap is 11,160 cubic feet. Specific dimensions can vary. The trap will be backfilled after the refuse has been re-graded, soil covered, and seeded.

Item 8: There is not a specific bid item for filling/re-grading the small cracks near the top of the refuse pile. This work will be incidental to Bid Item 8.1, Unclassified Excavation.

Request for Proposal No. DEP15721

Date 03-14-12

Mill Creek Refuse Pile

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

TELEPHONE & FAX NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>SANDRA DELAGE</u>	<u>17620 OLD BAYSHORE RD</u>	PHONE <u>239.543.2300</u>
Rep: <u>JOHN DELARGE</u>	<u>N. FT. MYERS FL 33917</u>	TOLL FREE
Email Address: <u>HAZVACMAN@aol.com</u>		FAX
Company: <u>Cline & Son Stone & Gravel</u>	<u>PO Box 74</u>	PHONE <u>304-257-1609</u>
Rep: <u>Nicholas Hanson</u>	<u>Gilbert WV</u>	TOLL FREE
Email Address:		FAX
Company: <u>Hueber Excavating LLC</u>	<u>HC 73 Box 165</u>	PHONE <u>304-923-3922</u>
Rep: <u>Brett Harvey</u>	<u>Pence Springs WV 24962</u>	TOLL FREE
Email Address: <u>brjeharvey@gmail.com</u>		FAX
Company: <u>GREEN Mountain Co</u>	<u>511 50th ST</u>	PHONE <u>304-9250253</u>
Rep: <u>Dario H. Bonman</u>	<u>Chas WV 26307</u>	TOLL FREE
Email Address:		FAX
Company: <u>EAGLE CONTRACTORS LLC.</u>	<u>1721 WINFIELD ROAD WINFIELD, WV 25213</u>	PHONE <u>304-552-7781</u>
Rep: <u>BARBIE F. FORSTER</u>		TOLL FREE
Email Address: <u>edent@gefinc.com</u>		FAX <u>304-255-3150</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Barnes Exc. Inc.</u>	<u>P.O. Box 13384</u>	PHONE <u>304-984-1725</u>
Rep: <u>Robert L. Barnes</u>	<u>Sissonville</u>	TOLL FREE
Email Address: <u>BarnesExc@aol.com</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>
Company: <u>EAGLE EXCAVATION INC.</u>	<u>P.O. Box 218</u>	PHONE <u>(304) 372-4378</u>
Rep: <u>GEORGE FRESHEUR</u>	<u>KENNA, WV</u>	TOLL FREE <u>ADONK</u>
Email Address: <u>ADONK</u>	<u>25248</u>	FAX <u>(304) 372-4378</u>
Company: <u>Pineville Paving Inc.</u>	<u>P.O. Box 1290</u>	PHONE <u>304-732-8303</u>
Rep: <u>Tony Bradford</u>	<u>Pineville WV 24874</u>	TOLL FREE
Email Address: <u>tonyppi@aol.com</u>		FAX <u>304-732-7855</u>
Company: <u>ALL-CON, LLC</u>	<u>124 PHILPOTT LANE</u>	PHONE <u>304 731 0190</u>
Rep: <u>DAVID IRLE</u>	<u>BOWEN WV 25813</u>	TOLL FREE
Email Address: <u>DURIE CACI-WV.COM</u>		FAX <u>304 255 4232</u>
Company: <u>Aspa Corporation</u>	<u>2400 River Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Atkins</u>	<u>Daniels WV 25832</u>	TOLL FREE
Email Address: <u>jadkins@aspa-golf.com</u>		FAX <u>304-763-4591</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>A - A Energy inc</u>		PHONE <u>304 8203961</u>
Rep: <u>John Wimmer</u>		TOLL FREE
Email Address: <u>Hot mail .com</u>	<u>151 Stewart St</u>	FAX <u>304 436 5111</u>
Company: <u>Romie Spencer, Inc</u>	<u>Welch WVA 24801</u>	PHONE <u>304-364-8226</u>
Rep: <u>J.R. Spencer</u>		TOLL FREE
Email Address: <u>RHS2@Hughes.net</u>		FAX <u>-8376</u>
Company: <u>Main St. Builders</u>	<u>P.O. Box 309</u>	PHONE <u>304-487-3912</u>
Rep: <u>Steve Tibbs</u>	<u>Princeton WV 24740</u>	TOLL FREE
Email Address: <u>Stibbs@msbwv.com</u>		FAX <u>304-425-2191</u>
Company: <u>GOPHER LAND SERVICES</u>	<u>P.O. Box 194</u>	PHONE <u>304-860-1909</u>
Rep: <u>Mike Rose</u>	<u>Bennet, WV</u>	TOLL FREE
Email Address: <u>MIKEY.L.ROSE@SUDDOWNLINK.NET</u>		FAX <u>304-860-1909</u>
Company: <u>Breakaway Inc.</u>	<u>1075 Old Temp. Ice Rd</u>	PHONE <u>765-5317</u>
Rep: <u>Doug Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address:		FAX <u>765-5389</u>

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Mill Creek Refuse Pile

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FIRM & REPRESENTATIVE NAME MAILING ADDRESS TELEPHONE & FAX NUMBERS

Company: <u>Cowgirl Up Inc.</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4377</u>
Rep: <u>Brian Moore</u>	<u>Simpson, WV 26735</u>	TOLL FREE _____
Email Address: <u>DCE - Cowgirlup@earthlink.net</u>		FAX <u>739-4901</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____