



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
DEP15817

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
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
04/23/2012				

BID OPENING DATE: **05/16/2012** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM FOR THE "JOHN'S BRANCH COAL REFUSE DAM (KOPPERSTON)" PROJECT IS TO DISTRIBUTE THE FOLLOWING INFORMATION ATTAINED FROM THE MANDATORY PRE-BID MEETING HELD: 04/17/2012.		
				1. QUESTIONS AND ANSWERS 2. PRE-BID SIGN-IN SHEET		
				BID OPENING DATE REMAINS: 05/16/2012 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 DEP15817 ***** 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.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).

DEP15817
John's Branch Coal Refuse Dam (Kopperston)
Addendum # 1

Item 1: The contractor will have 180 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 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Prior to any work around existing gas lines, the Contractor should coordinate with Penn Virginia (Mr. Harry Jewell @ 304-294-6767). Please also refer to Section 10 (Utilities) of the Specifications for additional information concerning utilities, including contact information, procedures, and method of measurement.

Item 3: The existing gravel/dirt road on site leads to the potential soil borrow areas. The road is used by gas company personnel, and must remain open, passable, and available for use during construction activities. The road must be left in an equal to or better than condition upon completion of construction. Please refer to Section 4.1.3 of the Specifications concerning treatment of existing roads.

Item 4: Contractor is responsible for cleaning/removing silt and debris from the existing channels. In general terms, this includes the removal of infiltrated/accumulated sediment, debris, refuse, leaves, rocks, etc. Acceptability will be determined/approved by the WVDEP Engineer. Care must be taken not to damage the existing grout or compromise the integrity of the existing drainage channels.

Item 5: In reference to particle size for soil borrow, satisfactory soil is considered to be reasonably free of subsoil, clay clumps, stones and other objects over three inches in diameter, and shall be free of objectionable material. Soil cover shall have a consistency sufficient to support vegetation. Material with excessive coarse particles will not be acceptable. Note: original specifications stated that no objects over four inches in diameter would be acceptable. Since only six inches (total) of soil cover is required, the four-inch dimension is reduced to three inches.

Item 6: Prospective bidders are not permitted to drill and/or excavate with motorized equipment for exploratory purposes, without prior approval from the property owner. Contact information is available from the WVDEP upon request.

Item 7: Contractor is reminded that all rock used on the project must comply with the parameters outlined in Section 7.0 of the Specifications. The required certifications, as specified in Section 7.0, must be submitted to, and approved by, the WVDEP prior to delivery, or prior to the use of on-site borrow areas.

Item 8: The re-grading plan has been designed to balance. Contractor will not be permitted to use refuse as backfill material to re-grade excavated borrow areas. Contractor must submit a reclamation plan for all soil borrow areas and obtain approval from the engineer, prior to disturbance of the borrow areas.

SIGN IN SHEET

Page 1 of 3Request for Proposal No. DEP15817Date 04-17-12John's Branch Coal Refuse Dam (Kopperston)

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Carey Concrete</u>		PHONE <u>360-6338</u> <u>304-3506</u>
Rep: <u>Mike Stiltner</u>		TOLL FREE
Email Address: <u>SteveFCarey@yahoo.com</u>		FAX
Company: <u>Cowgirl Up Inc.</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>Brian Moore</u>	<u>Simpson, WV 26435</u>	TOLL FREE <u>N/A</u>
Email Address: <u>DCE_cowgirlup@earthlink.net</u>		FAX <u>304-739-4401</u>
Company: <u>Pineville Paving & Excavating 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>GREEN MOUNTAIN COMPANY</u>	<u>511 50th ST</u>	PHONE <u>304 9250253</u>
Rep: <u>DAVID H. BOWMAN</u>	<u>Charleston WV 25304</u>	TOLL FREE
Email Address: <u>DHB 722@yahoo.com</u>		FAX <u>304 9259233</u>
Company: <u>Carpenter Redaction</u>		PHONE <u>304-984-1115</u>
Rep: <u>Bundy Carpenter</u>		TOLL FREE
Email Address: <u>Bcarpenter103@aol.com</u>		FAX <u>984-2770</u>

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Request for Proposal No. DEP15817

Date 04-17-12

John's Branch Coal Refuse Dam (Kopperston)

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Morgan Corp</u>		PHONE <u>704-598-9117</u>
Rep: <u>Jason B Powers</u>		TOLL FREE _____
Email Address: <u>jpowers@morgan-corp.com</u>		FAX <u>704-598-9857</u>
Company: <u>EASTERN ARROW PO Box 8104</u>		PHONE <u>304-414-0255</u>
Rep: <u>Ann Wardwell CHARLESTON 25364</u>		TOLL FREE _____
Email Address: <u>easternarrow@hotmail.com</u>		FAX _____ <u>0256</u>
Company: <u>FOSTER SUPPLY</u>		PHONE <u>304-553-6565</u>
Rep: <u>DERRICK SEARS</u>		TOLL FREE <u>800-999-3787</u>
Email Address: <u>dsears@fostersupply.com</u>		FAX <u>304-755-8280</u>
Company: <u>Aspen Corporation 2400 Ritter Drive</u>		PHONE <u>304-763-4573</u>
Rep: <u>Ashley Atkins Daniels WV 25832</u>		TOLL FREE _____
Email Address: <u>jadkins@aspen-golf.com</u>		FAX <u>304-763-4591</u>
Company: <u>ATC Associates</u>		PHONE <u>4016262790</u>
Rep: <u>Jay Carvalho</u>		TOLL FREE _____
Email Address: <u>Jay.Carvalho@ATCAssociates.com</u>		FAX <u>609 386 497951</u>

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John's Branch Coal Refuse Dam (Kopperston)

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>McCourt & Son Coast.</u>	<u>2790 Centralia Rd</u>	PHONE <u>304 765-5288</u>
Rep: <u>Gary Long</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>glong@wirefire.com</u>		FAX <u>304-765-5293</u>
Company: <u>J.F. Allen Company.</u>	<u>Box 2049 Buckhannon WV 26201</u>	PHONE <u>304-472-8890</u>
Rep: <u>Greg Miller</u>		TOLL FREE
Email Address: <u>ephares@jfallen.co.com</u>		FAX <u>304-472-8897</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 _____