



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
DEP15535

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/30/2011				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO.01 *****		
				ADDENDUM ISSUED FOR THE LINN MINING LAND RECLAMATION PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/13/11.		
				BID OPENING DATE & TIME HAVE CHANGED TO 10/19/11 AT 1:30 PM TO ALLOW FOR BIDDER RESPONSE.		
				***** NO OTHER CHANGES *****		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND		

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).

Addendum #1 - Questions During Pre-Bid Conference
For DEP 15535
Linn Mining Co.
Permit # U-1008-92

The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

CLARIFICATION: Bid Item 18.0 "Fencing" shall change from a standard farm field woven wire and barbed wire to three strands of high tensile smooth wire galvanized 12.5 gage, Class 3. Vertical spacing on the high tensile wire shall be 1.5 feet above ground line for 1st row, then 1 feet above 1st row for the 2nd row, and 1 feet above 2nd row for the 3rd row. Each strand and each continuous run of wire shall have an in-line strainer/tightener. Each line shall be fitted with a black plastic line fin tube insulator when attached to a line post. The ends of the lines shall be fitted with white glass reinforced polyester hi-tensile insulators for end posts or corners. All connections and splices shall be crimped with a crimping tool for 12.5 gage slicing sleeves. All of the wooden post spacing and ends are the same as in the original specifications.

- 1.) Q. Is all of the underdrain pipe HPDE type?
A. No, the perforated pipe within the underdrain is SDR 35 PVC type, and the solid pipe conveying water away from the site is HDPE type.
- 2.) Q. (At Site 1 Slip Area) What if the slip area moves again (after repairs by contractor)?
A. The contractor will be under the standard one year warranty for each bid item and the contract.
- 3.) Q. Do you have any kind of yardage figure on the slides?
A. No, the contractor shall figure the cubic yards of material that need to be removed and replaced on each slip repair and include on each lump sum bid item.
- 4.) Q. Do you have measurements on the rock toe buttress (Slip Area #1)?
A. Yes, under Bid Item 14.0 Slip Area #1 Repair and page 14, the approximate dimensions of the rock buttress shall be 4 to 6 feet thick by 8 feet in height and 600 feet in length.
- 5.) Q. To clarify on the slip areas, if we build exactly what you tell us to, and you have a year warranty on that, and you release us of that, are you going to make us come back in at our expense and fix that slip again if it blows out... or are you going to pay for that work?
A. If the slip is repaired in accordance with the specifications, and accepted by the DEP, then, no you would not have to come back for additional repairs. **Clarification:** Any material excavated with excessive moisture shall be blended or dried before replacing in order to properly recompact. The underdrain installation must be approved by DEP prior to covering. The keyway of the rock toe buttress into original ground must be approved by DEP prior to placement of rock. All approvals and verification of rock installed with weight tickets on buttress rock submitted with payment of lump sum bid item.
- 6.) Q. Does the rock buttress go the whole length of the slide?

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- A. Yes, for Slip Area #1, the approximate length of the slide should be no more than 600 feet.
- 7.) Q. If the slide is more than 600 feet in length, and we do more work outside of that area, will we get paid for it?
A. At time of construction, if there is more than 600 feet in length of a slip to repair, we may negotiate for additional payment for extra repairs at Slip Area #1.
- 8.) Q. Do you have a place to stockpile excavated material?
A. Yes, areas shall be designated on either side of the slip area #1, but shall not extend below the creek or on the other side of the creek. Any areas for which materials are temporarily placed must be regraded and temporary fence cattle out of the area. **Clarification:** As material is regraded along the existing road, all low areas in the road and roadside ditch shall be filled in to have a constant slope and shall drain all water out of roadside ditch.
- 9.) Q. Will the underdrains go under the existing ditch at the road?
A. The exact placement of the underdrain is unknown until the area is excavated to find the source of groundwater, but it is most likely on the upper side of the slip area at the roadway.
- 10.) Q. The landowner has high tensile fence and you are using woven wire fencing?
A. We will replace the woven wire specification with three strands of high tensile smooth wire. See Clarification above.
- 11.) Q. If we use the alternative haulroad to get to the Slip Area #2, can we use the incidental stone item?
A. Yes, we may need to add stone on portions of that road.
- 12.) Q. Is that road gated off?
A. Landowner said yes, but there is no lock on it.
- 13.) Q. (At Slip Area #2) If we have to put a road in here, do we leave it...or do we have to take out?
A. Take it out, when regrading area of the road, it must have positive drainage toward the downhill side.
- 14.) Q. Do we have to regrade area to left of main slip (looking at the slip area#2)?
A. Some minor regrading may be needed on small bulge to the left of main slip area #2.
- 15.) Q. How far do you want to go in the woods above existing highwall slip area #2 for the ditch?
A. Just minimal amount or far enough to install grass mat ditch to achieve drainage along contour.
- 16.) Q. Would like you give details of how to fix slip area #2?
A. Read Item 15.0 in specifications, you must install ditch above slip first, then area of slip must be over excavated, and then regraded in compacted lifts (no more than one feet thick). **Clarification:** Any material excavated with excessive moisture shall be blended or dried before replacing in order to properly recompact.

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- 17.) Q. Where does the alternative haulroad come in at?
A. At top of strip bench as we first get up on bench at Slip Area #2.
- 18.) Q. Are there any gas lines up here (at Slip Area #2)?
A. No, not any that we know of, but contractor is responsible to check prior to disturbing area.

SIGN IN SHEET

DEP # 15535

PLEASE PRINT

Date: 09/13/11

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Collins Building & Contracting Inc.</u>	<u>3406 Corley-Rd</u>	PHONE <u>304-745-3521</u>
Rep: <u>Roger L. Collins Jr.</u>	<u>Flatwoods, WV</u>	TOLL FREE _____
Email Address: <u>Collins Building @ Hughes.net</u>	<u>26021</u>	FAX <u>304-745-3521</u>
Company: <u>Stanley Industries Inc.</u>	<u>7 Maple Lake</u>	PHONE <u>304-842-8560</u>
Rep: <u>Junior Stanley</u>	<u>Bridgport WV</u>	TOLL FREE _____
Email Address: <u>gstanley@ma.rr.com</u>	<u>26330</u>	FAX <u>304-842-6808</u>
Company: <u>JF ALLEN CO</u>	<u>PO BOX 2049</u>	PHONE <u>304 472 8890</u>
Rep: <u>JAMES ALLEN</u>	<u>Buckhannon WV</u>	TOLL FREE _____
Email Address: <u>JAMES.ALLEN@JFALLENCO.COM</u>	<u>26201</u>	FAX <u>304 472 8897</u>
Company: <u>Green Mt. Co</u>	<u>511 50th St</u>	PHONE <u>304-925-0253</u>
Rep: <u>Rod Clay</u>	<u>Charleston WV 26304</u>	TOLL FREE _____
Email Address: <u>BMTKIG@NOL.COM</u>		FAX <u>304-925-9230</u>
Company: <u>DCI SHIRTS</u>	<u>1259 Box</u>	PHONE <u>304-673-9298</u>
Rep: <u>Robert Cartering</u>	<u>Bluefield WV</u>	TOLL FREE _____
Email Address: <u>Rob. Cartering @ Gmail.com</u>		FAX <u>304-673-3037</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>LIME DOSER CONSULTING</u> Rep: <u>Donald L. STAMM</u> Email Address: <u>INDO@LIMEDOSER.COM</u>	<u>P.O. Box 2184</u> <u>Clarksburg, WV 26302</u>	PHONE <u>304-782-1037</u> <u>304-669-8616</u> TOLL FREE _____ FAX _____
Company: <u>Pineville Paving + Excavating Inc.</u> Rep: <u>Mike BRADFORD</u> Email Address: <u>Tony P.P.I. aol.com</u>	<u>Box 1290</u> <u>Pineville W.V. 24874</u>	PHONE <u>304-732-8303</u> TOLL FREE _____ FAX <u>304-732-7855</u>
Company: <u>EAGLE EXCAVATION INC.</u> Rep: <u>GEORGE FRESHOUR</u> Email Address: <u>NONE</u>	<u>P.O. BOX 218</u> <u>KENNA, W.V.</u> <u>25248</u>	PHONE <u>(304) 372-4378</u> TOLL FREE _____ FAX <u>(304) 372-4378</u>
Company: <u>Breakaway Inc.</u> Rep: <u>Doug Vincent</u> Email Address: <u>doug@breakawaywv.com</u>	<u>1075 Old Turnpike Rd</u> <u>Sutton WV 26601</u>	PHONE <u>765-5317</u> TOLL FREE _____ FAX <u>765-5389</u>
Company: <u>Utilities Forestry Services</u> Rep: <u>Dan Wendt</u> Email Address: _____	<u>P.O. Box 1027</u> <u>Clearfield, PA 16830</u>	PHONE <u>412-874-0072</u> TOLL FREE <u>1-800-893-9188</u> FAX <u>814-765-5698</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>EASTERN NARROW</u>	<u>PO BOX 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Ann Waronick</u>	<u>CHARLESTON, WV</u>	TOLL FREE _____
Email Address: <u>easternarrow@hotmail.com</u>	<u>25364</u>	FAX <u>304-414-0256</u>
Company: <u>Lambert Excavation</u>	<u>PO Box 86</u>	PHONE <u>304-636-0211</u>
Rep: <u>Joseph Lambert</u>	<u>Bowden WV</u>	TOLL FREE _____
Email Address: <u>Joespoortsman@yahoo.com</u>	<u>26254</u>	FAX _____
Company: <u>BAINES EXC. INC.</u>	<u>P.O. BOX 13384</u>	PHONE <u>304-984-1725</u>
Rep: <u>Robert Baines</u>	<u>Sissonville</u>	TOLL FREE _____
Email Address: <u>BAINES EXC@AOL.COM</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>
Company: <u>Aspen Corporation</u>	<u>2400 Ritter Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Atkins</u>	<u>Daniels WV 25832</u>	TOLL FREE _____
Email Address: <u>jadkins@aspen-golf.com</u>		FAX <u>304-763-4591</u>
Company: <u>WV DEP</u>	<u>9-13-11</u>	PHONE _____
Rep: <u>David McCoy</u>		TOLL FREE _____
Email Address: _____		FAX _____