



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
DEP15724

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
03/07/2012				

BID OPENING DATE: 03/20/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1 ADDENDUM ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION 1. Q&A'S FROM PRE-BID MEETING HELD: 02/28/2012 2. REVISED CONTRACTORS BID SHEET 3. CONTRACT/VENDOR PRE-BID SIGN-IN SHEET FROM: 02/28/12 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 DEP15724 ***** 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](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.
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.

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### 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 Meeting  
Dotson Tipple  
DEP15724**

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

**Questions:**

- Q.** How is the "Stabilized Construction Entrance" item to be paid?  
**A.** They will be paid per each and constructed per detail on plan sheet 37. A revised "Bid Schedule" will reflect this modification.
- Q.** Site 3, location of the drilling and grouting, illustration of drill holes on Sheet 14 differ from the illustration shown on Sheet 21, which is correct?  
**A.** All information and illustrations on Sheet 14 are correct. Sheet 14 will be followed to correct the problem and Sheet 21 will only be used to reference the location of property boundaries and ownership.
- Q.** Can the remains from the Tipples be burned?  
**A.** No, burning of processed wood products is prohibited. This waste "must" be transported to an approved landfill.

The Contractor shall have 270 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 270 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes. The project shall be bid as per the attached revised bid schedule.

2012 MAR -2 PM 2:59  
HEADQUARTERS

RECEIVED AM

# DOTSON TIPPLE BID SCHEDULE

## Requisition #DEP15066

### Revised Contractor's Bid Sheet

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1 LS	Mobilization and Demobilization (Shall not exceed 10% of total)		\$
2.0	1 LS	Construction Layout Stakes (Shall not exceed 5% of total)		\$
3.0	1 LS	Quality Control (Shall not exceed 3% of total)		\$
4.1	1 LS	Clearing and Grubbing (Shall not exceed 7% of total)		\$
4.2	1 LS	Demolition of Structures (Shall not exceed 3% of total)		\$
5.1	1,786 LF	Silt Fence		\$
5.2	3,695 LF	Super Silt Fence		\$
5.3	820 LF	Erosion Control Barrier		\$
5.4	8 EA	Rock Check Dam		\$
5.5	3 EA	Rock Outlet Sediment Trap		\$
5.6	2 EA	Stabilized Construction Entrance		\$
6.0	50 AC	Revegetation		\$
7.1	3,412 LF	Riprap Drainage Channels – Type A		\$
7.2	877 LF	Riprap Drainage Channels – Type B		\$
7.3	2,514 LF	Vegetated Drainage Channels – Type C		\$
7.4	1,676 LF	Vegetated Drainage Channels – Type D		\$
7.5	20 LF	24-inch HDPE Culvert		\$
7.6	30 LF	18-inch HDPE Culvert		\$
8.0	162,284 CY	Unclassified Excavation		\$
9.1	7 EA	Dry Mine Seals		\$
9.2	4 EA	Wet Mine Seals		\$
9.3	4 EA	Bat Gates		\$
9.4	50 EA	Soda Ash Briquettes, 50 lb. Bag		\$
9.5	3 EA	Straw Bale/Silt Fence Pit		\$
9.6	1,010 LF	12-inch Conveyance Pipe – Solid		\$
10.0	253 LF	Underdrains		\$
11.0	759 LF	Drilling and Grouting Vertical Injection Holes		\$
12.1	800 CY	Purchasing, Handling and Placing Concrete		\$
12.2	200 CY	Purchasing, Handling and Placing Grout		\$
12.3	50 TN	Purchasing, Handling and Placing Fine Aggregate		\$
12.4	50 TN	Purchasing, Handling and Placing Coarse Aggregate		\$
12.5	250 LB	Accelerator		\$
13.0	150 LF	Confirmation Drilling		\$
14.0	8 HR	Borehole Photography		\$
15.0	2 EA	Aggregate Plug		\$
<b>TOTAL</b>				\$

Date: 2/28/2012

**SIGN IN SHEET**

PLEASE PRINT

REQUEST FOR QUOTATION NO. DEP 15724  
Dotson Tipple

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50th ST</u>	PHONE <u>304 925 0253</u>
Rep: <u>David H. Bowman</u>	<u>Chas WV</u>	TOLL FREE
Email Address: <u>DHB77@earthlink.net</u>	<u>25304</u>	FAX <u>304-925 9230</u>
Company: <u>Apex Corporation</u>	<u>2400 A. Lee Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Atkins</u>	<u>Dunick WV 25832</u>	TOLL FREE
Email Address: <u>jedkins@apex-gold.com</u>		FAX <u>304-763-4591</u>
Company: <u>DI 3 Hires Inc</u>	<u>P.O. Box 1859</u>	PHONE <u>304-673-9568</u>
Rep: <u>Bob Paulsenburg</u>	<u>Bushell WV 27701</u>	TOLL FREE
Email Address: <u>Bob.Paulsenburg@di3hires.com</u>		FAX <u>304-323-3037</u>
Company: <u>Brockway Inc</u>	<u>1025 Old Turnpike Rd</u>	PHONE <u>304-765-5317</u>
Rep: <u>Don Vincent</u>	<u>Sutton WV 26001</u>	TOLL FREE
Email Address: <u>don.vincent@brockway-wv.com</u>		FAX <u>304 765-5389</u>
Company: <u>Coughlin Up, Inc.</u>	<u>P.O. Box 243</u>	PHONE <u>304-734-4317</u>
Rep: <u>Ryan Moore</u>	<u>Simpson, WV</u>	TOLL FREE
Email Address: <u>DMC@couglinup.com</u>	<u>76435</u>	FAX <u>734-4406</u>

**SIGN IN SHEET**

PLEASE PRINT

REQUEST FOR QUOTATION NO. DEP 15724  
Dotson Tipple

Page 2 of 4  
 Date: 2/29/2012

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Phillips &amp; Jordan</u> Rep: _____ Email Address: <u>Boobyepandj.com</u>	<u>265 Williams town Pike</u> <u>Williams town WV</u> <u>26167</u>	PHONE <u>304-375-4040</u> TOLL FREE _____ FAX <u>304-375-4043</u>
Company: <u>LAURIA INC</u> Rep: _____ Email Address: <u>lauria@lauria.com</u>	<u>302 DENNIS RUN</u> <u>MORGANTOWN WV</u> <u>26501</u>	PHONE <u>304-296-7531</u> TOLL FREE _____ FAX <u>304-292-4606</u>
Company: <u>ATC A</u> Rep: _____ Email Address: <u>Johnson.M@yaho.com</u>	<u>2 Spradling</u> <u>Burlington NJ</u> <u>08016</u>	PHONE <u>609-386-8800</u> TOLL FREE _____ FAX <u>609-386-7451</u>
Company: <u>Howard Concrete Pumping</u> Rep: _____ Email Address: <u>HowardConcretePumping.com</u>	<u>701 Millers Run Rd</u> <u>Coding IA 50531</u>	PHONE <u>412-257-1800</u> TOLL FREE _____ FAX <u>412-257-8380</u>
Company: <u>Collins Building &amp; Contracting Inc</u> Rep: _____ Email Address: <u>CollinsBuilding@yahoo.net</u>	<u>3000 Colby Rd</u> <u>Alstons, WV 26021</u>	PHONE <u>304-765-3321</u> TOLL FREE _____ FAX <u>304-765-3321</u>

**SIGN IN SHEET**

REQUEST FOR QUOTATION NO. DEP 15724  
Dotson Tipple

PLEASE PRINT

Date: 2/23/2012

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TELEPHONE & FAX NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

Company: <u>FEASTREX Aerial</u>	<u>PO Box 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Ann Valandowski</u>	<u>CHARLESTON WV 25364</u>	TOLL FREE
Email Address: <u>eastern.aerial@hotmail.com</u>		FAX <u>0556</u>
Company: <u>Proctor Farm Sewer</u>	<u>De Box 107</u>	PHONE <u>304-979-2641</u>
Rep: <u>Charles W. Proctor</u>	<u>Proctor Farm</u>	TOLL FREE
Email Address: <u>charlie.proctor@proctorfarm.com</u>		FAX <u>304-379-2645</u>
Company: <u>J F ALLEN CO</u>	<u>PO Box 2049</u>	PHONE <u>304 472 8890</u>
Rep: <u>JAMES ALLEN</u>	<u>Beckhannon WV</u>	TOLL FREE
Email Address: <u>JAMES.ALLEN@JFAllenCo.com</u>	<u>26201</u>	FAX <u>304 472 8897</u>
Company: <u>Mountain View Properties</u>	<u>1805 Smith Rd.</u>	PHONE <u>304-545-0007</u>
Rep: <u>John Skidmore</u>	<u>Charleston, WV 25314</u>	TOLL FREE
Email Address: <u>mike.jerry@1805@yahoo.com</u>		FAX
Company: <u>Green River Group, LLC</u>	<u>P.O. Box 18039</u>	PHONE <u>304.574.3491</u>
Rep: <u>Steve Gilbert / John Powell</u>	<u>530 Hebricke Sq</u>	TOLL FREE
Email Address: <u>SteveGilbert@grg.com</u>	<u>Charleston WV 26505</u>	FAX <u>304.574.3492</u>

Date: \_\_\_\_\_

**SIGN IN SHEET**

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Datson Tiple

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>HMM</u>	<u>Cranberry Square</u>	PHONE <u>304-282-0199</u>
Rep: <u>JEFF LAW</u>	<u>Morgantown, WV 26508</u>	TOLL FREE _____
Email Address: <u>jeffrey.law@hatchmott.com</u>		FAX _____
Company: <u>HMM</u>	<u>200 Cranberry Square</u>	PHONE <u>304-381-0199</u>
Rep: <u>Rich Rogers</u>	<u>Morgantown WV 26508</u>	TOLL FREE _____
Email Address: <u>richard.rogers@hatchmott.com</u>		FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____