



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
 DEP15741

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
03/06/2012				

BID OPENING DATE: 03/13/2012 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 FROM THE PRE-BID MEETING HELD:02/29/2012						
1. Q&A'S FROM PRE-BID MEETING						
2. REVISED CONTRACTOR'S BID SHEET						
3. VENDOR PRE-BID SIGN IN SHEET						
BID OPENING DATE REMAINS UNCHANGED AT: 03/13/2012 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 DEP15741 ***** 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).

**Addendum #1 - Questions During Pre-Bid Meeting
Little Laurel Run Highwall
DEP15741**

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.** The plans indicate that the permanent fence replacement shall be with the same type of materials as are found in the existing fence that is to be removed. What materials does the existing fence consist of?
- A.** The property owner advised that the replacement fence could consist of locust posts and three strands of high tensile wire with one of the strands electrified..
- Q.** What is the breakdown of the quantity for "Unclassified Excavation" per Site 1 and Site 2?
- A.** Site 1 total cut = approximately 12,600 C.Y.
Site 2 total cut = approximately 39,600 C.Y.

Comments:

1. Spec. 4.2.7 shall be revised to indicate that eight inches shall apply to all timber except locust timber. For locust, the dimension shall be six inches in order to utilize the cleared timber for locust posts.
2. Bidders are advised to consider the temporary items required as per the erosion and sediment control plan in their bid. In this regard, Super Silt Fence (SSF) should replace Stabilization Matting (SM) in number 10 of structural practices on Sheet 20.
3. The performance capabilities for the Excelsior Type I Curlex Matting or approved equal are as follows: shear stress to 84 Pa (1.75 lb/ft²).

The Contractor shall have 120 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 120 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.

LITTLE LAUREL RUN HIGHWALL

Requisition # DEP15741

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	Mobilization & Demobilization, per lump sum-Not to exceed 10% of total bid amount		
2.0	1	Construction Survey Control, per lump sum-Not to exceed 3% of total bid amount		
3.0	1	Quality Control-per lump sum-Not to exceed 3% of total bid amount		
4.1	1	Site Preparation, per lump sum-Not to exceed 10% of total bid amount		
4.2	295	Construction Access Road - per linear foot		
4.3	1,020	Temporary Fence Installation - per linear foot		
4.4	1,100	Permanent Fence Replacement - per linear foot		
4.5	115	Existing Access Road Rehabilitation - per ton		
5.1	420	Silt Fence-per linear foot		
5.2	1,220	Super Silt Fence - per linear foot		
5.3	2	Construction Entrance - per each		
5.4	1,452	Temporary Diversion Berm - per linear foot		
5.5	3	Temporary Level Spreader - per each		
5.6	685	Temporary Upland Diversion Ditch - per linear foot		
5.7	60	Temporary 18" Culvert - per linear foot		
5.8	1	Temporary Slope Drain With Rock Outlet Apron - per each		
5.9	1	Temporary Culvert Protection - per each		
5.10	1	Standard Culvert Protection - per each		
5.11	28	Rock Check Dams - per each		
5.12	1	Sediment Trap - per each		
5.13	1	Culvert Inlet Sediment Trap - per each		
6.0	14.42	Revegetation - per acre		
7.1	1,030	Grouted Riprap "VEE" Ditch (Ditch 1-A, 1-B and 2-A) - per linear foot		
7.3	194	Site 1 WDOH Riprap "Trapezoidal" Road Ditch - per linear foot		
7.3	417	Site 2 WDOH Riprap "Trapezoidal" Road Ditch -per linear foot		
7.4	532	Riprap 'Trapezoidal' Ditch (Ditch 2-B), per linear foot		
7.5	50	24" HDPE Pipe - per linear foot		
7.6	110	County Road Culvert Pipe- per linear foot		
7.7	2	Concrete Headwall - per each		
8.0	52,200	Unclassified Excavation-per cubic yard		
10.0	100	Subsurface Drains, per linear foot		
12.0	910	Erosion Control Matting- per square yard		
		TOTAL AMOUNT BID		

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No. DEP 15741

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

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX TOLL FREE
Company: <u>JAFFALIEN CO</u>	<u>PO BOX 2049</u>	<u>304 472 8896</u>	
Rep: <u>JAMES ALLEY</u>	<u>Buckhannon WV</u>		
Email Address: <u>JAMES.ALLEY@JAFFALINC.COM</u>	<u>26201</u>	<u>304 472 8897</u>	
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50th ST</u>	<u>304 925 0253</u>	
Rep: <u>David H. Bowman</u>	<u>CHYS WV</u>		
Email Address: <u>DHB722@yahoo.com</u>	<u>25304</u>	<u>304 925 9230</u>	
Company: <u>DEL SHIRES INC</u>	<u>Box 219</u>	<u>304 673-5388</u>	
Rep: <u>Reberl Carterby</u>	<u>Buckhannon 27401</u>		
Email Address: <u>Bob Carterby@DELISHIRES.COM</u>		<u>304-323-3037</u>	
Company: <u>Carey Concrete</u>	<u>P.O. Box 803</u>	<u>PHONE 304-272-5905</u>	
Rep: <u>Steve Carey</u>	<u>Wayne WV 25570</u>	<u>TOLL FREE</u>	
Email Address:		<u>FAX 304-272-9017</u>	
Company: <u>J.L. PRETEX CONTRACTING</u>	<u>13219 N. PRESTON HWY</u>	<u>PHONE 304-379-7789</u>	
Rep: <u>GREG WATKINS</u>	<u>P.O. Box 240</u>	<u>TOLL FREE</u>	
Email Address: <u>CPRETEL@COE1.COM</u>	<u>BROCKTON MARIKES WVA</u>	<u>FAX 304-379-7788</u>	

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SIGN IN SHEET

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PLEASE PRINT

Date: 2/29/2012

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Cowgirl up inc	Box 243	PHONE 304-739-4397
Rep: Rick R Dey	Simpson WV	TOLL FREE
Email Address: DDE-Cowgirlup@earthlink.net	26435	FAX 304-739-4401
Company: i. B. of Saks LLC	10643 BEAUMONTVILLE AVE	PHONE 304-329-0818
Rep: BELL BULWARD	ALBERT HT WV 26059	TOLL FREE
Email Address:		FAX 304-329-0818
Company: GREEN RIVER GROUP LLC	530 ASH BROOKE SQUARE	PHONE 304 594 3991
Rep: Roy Wiles	PO Box 18039	TOLL FREE
Email Address:	Morgantown	FAX 304 594 3992
Company: CAPITOL VALLEY CONTRACTING	67 Renee Dr.	PHONE 304-437-4505
Rep: Rickey Farmer	Elkview WV 25071	TOLL FREE
Email Address: Mickey@Capitol-Valley.com		FAX 304 465-2223
Company: FERGSTER	7030 4108	PHONE 304 464 4255
Rep: ANN VARNON	CHARLESTON WV	TOLL FREE
Email Address: annv@annv.com	25314	FAX 0256

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TELEPHONE & FAX
 NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Collins Building + Cont. Inc</u>	<u>3406 Coker Cross Rd</u>	PHONE ⁽³⁰⁴⁾ <u>765-3521</u>
Rep: <u>Bert Collins</u>	<u>Flatwoods WV 26621</u>	TOLL FREE
Email Address: _____	_____	FAX <u>(304) 765-3521</u>
Company: <u>Don Wight Utilities Forestry Services</u>	<u>P.O. Box 1027</u>	PHONE <u>304-686-2972</u>
Rep: _____	<u>Cleatfield, PA, 16830</u>	TOLL FREE
Email Address: _____	_____	FAX <u>841-765-5698</u>
Company: <u>Barnes EXC. INC.</u>	<u>P.O. Box 13384</u>	PHONE <u>304-984-1725</u>
Rep: <u>Robert Barnes</u>	<u>Sissonville</u>	TOLL FREE
Email Address: <u>BARNES EXC @ AOL.COM</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>
Company: <u>Frank Arnold Contractors Inc.</u>	<u>151 Oakland Drive</u>	PHONE <u>361-334-2456</u>
Rep: <u>Adam Wolfe</u>	<u>Dogland MO 21556</u>	TOLL FREE
Email Address: <u>wolfe5416@comcast.net</u>	_____	FAX <u>361-334-2188</u>
Company: <u>Breakaway Inc.</u>	<u>1075 Old Turnpike Rd</u>	PHONE <u>765-5317</u>
Rep: <u>Doug Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>doug@breakawaywv.com</u>	_____	FAX <u>765-53389</u>

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company:	<u>Eagle Excavation Inc</u>	<u>P.O. Box 218</u>	PHONE <u>304 372-4328</u>
Rep:	<u>GEORGE FRESHOUR</u>	<u>KENNA WV</u>	TOLL FREE
Email Address:	<u>None</u>	<u>25248</u>	FAX <u>304 372-4328</u>
Company:	<u>Phillips and Jordan Inc</u>	<u>265 Williamstown Pike</u>	PHONE <u>804-375-9040</u>
Rep:	<u>Sezzy Tipton</u>	<u>Williamstown, WV 26187</u>	TOLL FREE
Email Address:	<u>j.tipton@pandj.com</u>		FAX <u>304-375-9043</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