



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  
**DEP14228**

PAGE  
**1**

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

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**116 INDUSTRIAL DRIVE**  
**OAK HILL, WV**  
**25901**                      **304-465-1911**

DATE PRINTED <b>02/19/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/12/2008**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>***** ADDENDUM NO. 1 *****</b> <b>ADDENDUM ISSUED FOR THE RALEIGH COMMERCIAL DEVELOPMENT PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET, THE REVISED SPECIFICATIONS / BID SCHEDULE, AND THE Q/A RESULTING FROM THE 02/12/08 MANDATORY MEETING.</b> <b>THE BID DATE AND OPENING TIME REMAIN UNCHANGED AS 03/12/08 AT 1:30 PM.</b> <b>***** NO OTHER CHANGES *****</b>		
<b>0001</b>	<b>1</b>	<b>JB</b>	<b>962-73</b>	<b>RECLAMATION: RESTORATION OF LAND</b>		

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

**MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET: 002**

RFQ # : DEP14228  
 Project: Raleigh Commercial  
Development Corporation  
 Permit Number: 187-74

Bid Date: 03-12-2008  
 Pre-Bid Date: 02-12-2008

Name : Robert Barnes  
 Company: Barnes Exc. Inc.  
 Address: P.O. Box 13384  
Sissonville WV 25360  
 Phone #: 984-1725  
 Fax #: 984-0074  
 Email : \_\_\_\_\_

Name : Henry Lynch  
 Company: Lynch Const. Co. Inc  
 Address: HC70 Box 187  
White Sulphur Spgs. WV 24986  
 Phone#: 304-536-1890  
 Fax #: 9156  
 Email : \_\_\_\_\_

Name : BASIL CARPENTER  
 Company: J and B Ex Inc  
 Address: 333 AC91/ 40  
Choc WV 25312  
 Phone #: 984-0388 (304)  
 Fax #: 984-3528  
 Email : \_\_\_\_\_

Name : Kevin W Houck  
 Company: Pineville Paving  
 Address: PO Box 1290  
Pineville WV  
24874  
 Phone#: (304) 732-8303  
 Fax #: (304) 732-7855  
 Email : \_\_\_\_\_

Name : DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN Co  
 Address: 511 50<sup>th</sup> STREET  
CHARLESTON WV  
25304  
 Phone #: 304-925-0253  
 Fax #: 925-9230  
 Email : Jody Maye POL.COM

Name : Borment Construction Supplies  
 Company: PO Box 90416  
 Address: Borment WV 25030  
 Phone#: 548-7004  
 Fax #: 548-7133  
 Email : \_\_\_\_\_

Name : Roger L Collins Jr.  
 Company: Collins Builders & Contractors Inc.  
 Address: 290 Carly Rd.  
Fleming WV  
26021  
 Phone #: 304-765-9521  
 Fax #: 765-3521  
 Email : \_\_\_\_\_

Name : Mack Lilly  
 Company: Eastern Arrow Coupr. Inc  
 Address: PO Box 4103  
Charleston, WV 25306  
 Phone#: 304 414 0255  
 Fax #: 304 414 0256  
 Email : easternarrow@hotmail.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

RFQ # : DEP14228  
 Project: Raleigh Commercial  
Development Corporation  
 Permit Number: 187-74

Bid Date: 03-12-2008  
 Pre-Bid Date: 02-12-2008

Name : Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: P.O. Box 13015  
Sissonville, WV  
25360  
 Phone #: 984-1115  
 Fax #: 984-2770  
 Email : RCarpenter103

Name : Bruce Markey  
 Company: EFS  
 Address: 6600 PERIMETER DRIVE, SUITE 2100  
Dublin, OH 43016  
 Phone #: 614 376-3717  
 Fax #: 614 799 2112  
 Email : BMarkey@EnvironmentalFileServices.com

Name : NANCY SOMERS  
 Company: MIDWAY RECLAMATION LLC  
 Address: P.O. BOX 308  
WEST MILFORD, WV 26451  
 Phone #: 304-745-3652  
 Fax #: 304-745-3653  
 Email :

Name : Don Isendt  
 Company: Utilities Forestry Services  
 Address: P.O. Box 1027  
Clearfield, PA 16830  
 Phone #: 412-874-0072  
 Fax #: 814-765-3698  
 Email :

Name : Sam Skidmore  
 Company: SAM'S EXCAVATION  
 Address: 655 Poplar Ridge  
Sutton, WV 26061  
 Phone #: 304-765-2199  
 Fax #: 304-765-2066  
 Email : SAMSEXCAVATION@city.net.net

Name : Jeremy Hunter  
Hunter Excavating LLC  
 Company: Hc40 Box 64  
Rupert WV 25964  
 Phone #: (304) 392-5643  
 Fax #: (304) 392-5693  
 Email : JeremyHunter@Earthlink.net

Name :	
Company :	
Address :	
Phone# :	
Fax # :	
Email :	
Name :	
Company :	
Address :	
Phone# :	
Fax # :	
Email :	

**DEP14228**  
**Addendum No.1**

**Raleigh Commercial Development Corporation**  
**Permit Number: 187-74**

**ON SCOPE OF WORK:**

**NOW READS:**

6. – Remove any and all debris from site. Contractor must provide documentation of proper disposal.

**TO READ:**

6. – Remove any and all debris from site. Contractor must provide documentation of proper disposal. **Note: The cost of Structure and/or Debris Removal item will be incidental to and included in Bid Item 1.0 – Mobilization/Demobilization**

**ON BID SCHEDULE:**

**Delete Entirely Bid Item 10.0 – Structure and/or Debris Removal.**

**Pre-Bid Conference**  
**February 12, 2008**  
**Questions and Answers**

Q1. Where does the highwall elimination end?

A1. Right there, this side of that flag. Highwall elimination is to be blended in with the road bank.

Q2. What do we do with the trees?

A2. You can just work those right back in and put them in the backfill as long as you walk them in with a dozer and put them in an area where they will not hurt the stability.

Q3. The material left behind that you don't need, does it need to be re-graded also?

A3. Yes, any material that is disturbed needs to be re-graded to sheet flow.

Q4. Can you go below the road?

A4. Yes, you can go below the road if you want to. It's all within the bonded area.

005

**DEP14228**  
**Addendum No.1**

Q5. Does the road have to stay in when we're finished?

A5. When you're finished you need to leave a passable road, not only here but at the other highwall elimination out there.

Q6. If you tram in equipment and tram out on the access road is that going to be a problem as long as you don't work the road?

A6. No it shouldn't be a problem but we're going to have you cut the water off the access road because it's our access road for inspection. All disturbance shall be revegetated.

Q7. On the acreage you've got for the seeding, does that include the access road going up?

A7. Yes it does.

Q8. On the blasting, do you have to have a certified surface blaster on this project?

A8. You have to comply with all the blasting regulations.

Q9. On an active surface mine you have to be a certified blaster, does that apply here?

A9. You have to comply with the WVDEP blasting regulations.

Q10. How many linear feet is this highwall? (Rocky Point)

A10. The total up here is approximately five hundred linear feet, we don't have it broken down by area.

Q11. At the top of the highwall, is there a limit on the top on how far back you can go to get your slope?

A11. We don't want you disturbing anymore area than it takes to get a two horizontal to one vertical slope.

Q12. Is your soil on site?

A12. Yes, and if it's not available you are required by the specifications to make it.

Q13. Should you not have to go off-site for topsoil?

A13. The specifications say that you will make it from material on-site.

Q14. If we use the option of drilling and shooting we don't have to sheet flow this do we?

A14. No, if you don't disturb out in front of the 2,000 linear feet highwall elimination we are not going to do anything to it.

Q15. Do we have to contact anyone to come back in and will the gates be locked?

A15. No, we have not found these gates locked since we have been coming in here. You are free to come in as often as you want and bring whoever you want to be able to give us a bid.

**DEP14228**  
**Addendum No.1**

Q16. Are we going to sheet flow what's in front of the 2,000 linear feet highwall if we don't disturb it?

A16. You can't dig a hole in front to generate material and leave a low area, however if you fill down to the existing area in front of the highwall you don't have to do anymore work if you don't disturb it. You can't leave a hole between the highwall and the out slope.

Q17. Can we lock the gates if we are the successful bidder?

A17. We don't have a problem with that, but it needs to be coordinated with the property owner and it will be the successful bidder's responsibility to do that.

BUYER CB-23	PAGE 015	REQ. OR PO NO. DEP14228
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

**REVISED PER ADDENDUM NO. 1**

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

007

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Raleigh Commercial Development Corporation</u></b>				
<b>PERMIT NUMBER(S): <u>187-74</u></b>				
<b>The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.</b>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$
5.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$
8.0	<u>2000</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ PER LF	\$



**REVISED PER ADDENDUM NO. 1**

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

008

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
9.0	LUMP SUM	<u>RIP-RAP DITCH ONE (1)</u>	LUMP SUM	\$
10.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u> Deleted per Addm #1	LUMP SUM	\$ N/A
11.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$
<b>TOTAL FOR PERMIT <u>187-74</u></b>				\$