



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  
 DEP13017

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  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2010				

BID OPENING DATE: 03/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED TO DISTRIBUTE REVISED BID SCHEDULE PER THE ATTACHED FOUR (4) SHEETS.						
BID OPENING DATE AND TIME ARE EXTENDED TO 03/31/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001		JB	962-73	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
***** THIS IS THE END OF RFQ DEP13017 ***** 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.htm](http://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.

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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).

DEP13017 Addendum No. 2

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>REVISED BID SCHEDULE</b> <b>PERMIT NAME: <u>CHICOPEE COAL CO INC</u></b> <b>PERMIT NUMBER(S): <u>S-73-85, O-6013-88, O-6018-86</u></b> <b>and <u>U-6021-89</u></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><u>WATER QUALITY ABATEMENT</u></b>				
1.0	LUMP SUM	<b><u>MOBILIZATION/DEMObILIZATION/PROJECT SIGN</u></b> (5% Total Bid Maximum for this project)	LUMP SUM	\$
2.0	LUMP SUM	<b><u>SPILL CONTAINMENT AREA (S.C.A.)</u></b> (\$1,000.00 Maximum Bid for this project)	LUMP SUM	\$
3.0	LUMP SUM	<b><u>HAULROAD/ACCESS ROAD UPGRADE</u></b>	LUMP SUM	\$
4.0	LUMP SUM	<b><u>CONSTRUCTION STAKEOUT</u></b> (Limited to 5% of total bid for this project)	LUMP SUM	\$
5.0	<b><u>REVEGETATION</u></b>			
5.1	600 TONS	<b><u>AGRICULTURAL LIME</u></b>	\$ PER TON	\$
5.2	150 ACRES	<b><u>FERTILIZER</u></b>	\$ PER ACRE	\$
5.3	150 ACRES	<b><u>MULCH</u></b>	\$ PER ACRE	\$
5.4	150 ACRES	<b><u>VEGETATIVE SPECIES</u></b>	\$ PER ACRE	\$
6.0	10,000 LF	<b><u>SEDIMENT CONTROL STRUCTURES</u></b> (Maximum bid of \$5.00/LF of silt fence and hay bale material used on site.)	\$ PER LF	\$
7.0	2500 TONS	<b><u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u></b>	\$ PER TON	\$
8.0	NO BID ITEM	<b><u>UTILITIES</u></b>	NO BID ITEM	
9.0	LUMP SUM	<b><u>STRUCTURE AND/OR DEBRIS REMOVAL</u></b>	LUMP SUM	\$

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>PERMIT NUMBER: <u>S-73-85</u></b>				
10.0	LUMP SUM	<u>ELIMINATE BENCH SEDIMENT CHANNELS</u>	LUMP SUM	\$ _____
11.0	110 LF	<u>LIMESTONE V-DITCH NUMBER FIVE (#5)</u>	\$ _____ PER LF	\$ _____
12.0	110 LF	<u>LIMESTONE V-DITCH NUMBER SIX (#6)</u>	\$ _____ PER LF	\$ _____
13.0	500 LF	<u>LIMESTONE V-DITCH NUMBER SEVEN (#7)</u>	\$ _____ PER LF	\$ _____
14.0	550 LF	<u>LIMESTONE V-DITCH NUMBER EIGHT (#8)</u>	\$ _____ PER LF	\$ _____
15.0	300 LF	<u>LIMESTONE V-DITCH NUMBER NINE (#9)</u>	\$ _____ PER LF	\$ _____
16.0	220 LF	<u>LIMESTONE V-DITCH NUMBER TEN (#10)</u>	\$ _____ PER LF	\$ _____
17.0	400 LF	<u>LIMESTONE V-DITCH NUMBER ELEVEN (#11)</u>	\$ _____ PER LF	\$ _____
18.0	2 EACH	<u>WELL HEAD / BORE HOLE SEAL</u>	\$ _____ EACH	\$ _____
19.0	660 LF	<u>SIX (6) UNDERDRAINS</u>	\$ _____ PER LF	\$ _____
20.0	LUMP SUM	<u>EROSION GULLY REPAIR</u>	LUMP SUM	\$ _____
21.0	LUMP SUM	<u>BENCH SEDIMENT CHANNEL ELIMINATION with LIMESTONE ADDITION</u>	LUMP SUM	\$ _____
			<b>TOTAL</b>	\$ _____
<b>PERMIT NUMBER: <u>O-6013-88</u></b>				
22.0	LUMP SUM	<u>REGRADE and COVER REFUSE PILE</u>	LUMP SUM	\$ _____
23.0	2,900 LF	<u>GROUTED RIP-RAP CHANNEL NUMBER ONE (#1)</u>	\$ _____ PER LF	\$ _____

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
25.0	325 LF	<u>LIMESTONE RIP-RAP CHANNEL NUMBER THREE (#3)</u>	\$ _____ PER LF	\$ _____
26.0	900 LF	<u>REWORK EXISTING GROIN DITCH</u>	\$ _____ PER LF	\$ _____
27.0	330 LF	<u>GROUTED V-DITCH NUMBER ONE(#1)</u>	\$ _____ PER LF	\$ _____
28.0	1,900 LF	<u>LIMESTONE RIP-RAP CHANNEL NUMBER FOUR (#4)</u>	\$ _____ PER LF	\$ _____
29.0	550 LF	<u>LIMESTONE CHANNEL SIX (6)</u>	\$ _____ PER LF	\$ _____
30.0	110 LF	<u>LIMESTONE V-DITCH THREE (3)</u>	\$ _____ PER LF	\$ _____
31.0	5,000 LF	<u>GROUTED RIP-RAP CHANNEL NUMBER TWO (#2)</u>	\$ _____ PER LF	\$ _____
32.0	660 LF	<u>GROUTED RIP-RAP V-DITCH NUMBER FOUR (#4)</u>	\$ _____ PER LF	\$ _____
33.0	LUMP SUM	<u>ALKALINITY CELL ONE (1)</u>	LUMP SUM	\$ _____
34.0	300 LF	<u>UNDERDRAIN FROM REFUSE TO ALKALINITY CELL</u>	\$ _____ PER LF	\$ _____
35.0	LUMP SUM	<u>CLEAN POND ONE (1)</u>	LUMP SUM	\$ _____
36.0	LUMP SUM	<u>CLEAN POND FOUR (4)</u>	LUMP SUM	\$ _____
37.0	LUMP SUM	<u>CLEAN POND FIVE (5)</u>	LUMP SUM	\$ _____
38.0	LUMP SUM	<u>CLEAN POND SIX (6)</u>	LUMP SUM	\$ _____
39.0	LUMP SUM	<u>CLEAN SUMP ONE (1)</u>	LUMP SUM	\$ _____
40.0	LUMP SUM	<u>CLEAN SUMP TWO (2)</u>	LUMP SUM	\$ _____
41.0	5 EACH	<u>ELIMINATE PONDS</u>	\$ _____ PER EACH	\$ _____
42.0	5 SEALS	<u>INSTALL MINE SEALS</u>	\$ _____ PER EACH	\$ _____
43.0	LUMP SUM	<u>ELIMINATE HIGHWALL</u>	LUMP SUM	\$ _____
44.0	LUMP SUM	<u>ELIMINATE COAL STOCKPILE</u>	LUMP SUM	\$ _____
45.0	LUMP SUM	<u>REWORK ROAD BOXCUT</u>	LUMP SUM	\$ _____
46.0	LUMP SUM	<u>REWORK ACCESS ROAD</u>	LUMP SUM	\$ _____

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
47.0	LUMP SUM	<u>ACCESS ROAD DRIVE-THRU</u>	LUMP SUM	\$ _____
48.0	LUMP SUM	<u>COVER BARE AREAS ON EXISTING REFUSE AREA</u>	LUMP SUM	\$ _____
<b>TOTAL</b>				\$ _____
<b>PERMIT NUMBER: <u>U-6018-86</u></b>				
49.0	600 LF	<u>GROUTED RIP-RAP V-DITCH NUMBER TWO (#2)</u>	\$ _____	\$ _____
			PER LF	\$ _____
<b>TOTAL</b>				\$ _____
<b>PERMIT NUMBER: <u>O-6021-89</u></b>				
50.0	500 LF	<u>CONSTRUCT LIMESTONE RIP-RAP CHANNEL NUMBER FIVE (#5)</u>	\$ _____	\$ _____
			PER LF	\$ _____
<b>TOTAL</b>				\$ _____
<b>PERMIT S-73-85 TOTAL</b>				\$ _____
<b>PERMIT O-6013-88 TOTAL</b>				\$ _____
<b>PERMIT U-6018-86 TOTAL</b>				\$ _____
<b>PERMIT O-6021-89 TOTAL</b>				\$ _____
<b>ITEMS 1.0 – 9.0 TOTAL</b>				\$ _____
<b>TOTAL FOR ALL PERMITS</b>				\$ _____