



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
 DEP14672

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/29/2009				

BID OPENING DATE: 08/27/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE RIFFE ENTERPRISES PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE REVISED SPECIFICATIONS RESULTING FROM THE MANDATORY PRE-BID MEETING OF 07/23/09. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 08/27/09 AT 1:30 PM. ***** NO OTHER CHANGES ***** RECLAMATION: RESTORATION OF LAND ***** THIS IS THE END OF RFQ DEP14672 ***** 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. 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 fee.
5. 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.
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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14672 Bid Date: 08-27-09
 Project: Riffe Enterprises, Inc. Pre-Bid Date: 07-23-09
 Permit Number(s): 0-3012-07

Name : Rod Clay
 Company: Green Mt Co
 Address: 511 SULL ST
Charleston W.V.
25304
 Phone #: 304-925-8255
 Fax #: " " 9230
 Email : JodyMan@AOL.com

Name : Josh Davis
 Company: DAVIS Contracting & Excavating LLC
 Address: P.O. Box 10 navigatale
WV 25685
 Phone#: 304-764-4482
 Fax #: 304-235-8373
 Email : DAVIS Contracting - Excavating LLC
@Yahoo.com

Name : GARY LONG
 Company: McCourt E. Son Const
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email : _____

Name : Teddy Taylor
 Company: EASTERN TANK & UTILITY
 Address: 5857 AIRPORT Rd
Bluefield WV
 Phone#: 304-325-6754
 Fax #: 304-324-8692
 Email : EASTERN TANK & FRONTIER NET,
NET

Name : ANN WAROWELL
 Company: EASTERN ARROW
 Address: PO BOX 4108
CHARLESTON WV
25364
 Phone #: 304-414-0255
 Fax #: 0256
 Email : easternarrow@hotmail.com

Name : ROBERT BAINES
 Company: BAINES EXC. INC.
 Address: P.O. 13384
SISSONVILLE W.VA. 25360
 Phone#: 304-984-1725
 Fax #: 304-984-0074
 Email : BAINES EXC. @AOL.COM

Name : THOMAS HART
 Company: HAWKSWAN MINE RECLAMATION
 Address: SEBUICKS
P.O. BOX 989
CABIN CREEK WV 25035
 Phone #: 304 949-2372
 Fax #: 304 949-2375
 Email : thart@lexingtonesol.com

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO BX 12015
SISSONVILLE, WV
25360
 Phone#: 304-984-1115
 Fax #: 984-2770
 Email : R.Carpenter@aol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14672 Bid Date: 08-27-09
 Project: Riffe Enterprises, Inc. Pre-Bid Date: 07-23-09
 Permit Number(s): 0-3012-07

Name : Tim Buckland
 Company: Beckley Drilling + Blasting
 Address: Po Box 1907
Beckley WV 25801
 Phone #: 304-256-8385
 Fax #: 304-256-8386
 Email : eblair@beckleydrilling.com

Name : NOEL RYDER
 Company: DAVID L. RYDER CO INC
 Address: P.O. Box 447 White
SULPHUR SPRINGS WV 24986
 Phone#: 304-536-9383
 Fax #: 304-536-9381
 Email : RyderContracting2 SuddenLink Mail.com

Name : James Buckland
 Company: B+B Transit inc.
 Address: Po 720
Beaver WV 25813
 Phone #: 304-255-2505
 Fax #: 304-253-4533
 Email : bbtransit@verizon.net

Name : Kevin Bradford
 Company: Pineville Paving + Excavating Inc.
 Address: P.O. Box 1290
Pineville WV 24874
 Phone#: 304-732-8303
 Fax #: 304-732-7855
 Email : KDBPPI@AOL.COM

Name : Heath Ellis
 Company: Devco Bldg. & Construction Inc
 Address: Box 224
Justice WV 24851
 Phone #: 304-664-2620
 Fax #: 304-664-2670
 Email : devcoellis@netscape.net

Name : Doug Vincent
 Company: Breakaway Inc.
 Address: 1075 Old Turnpike Rd
Sutton WV 26601
 Phone#: 765-5317
 Fax #: 765-5389
 Email : breakaway-inc@verizon.net

Name : LESLIE BOLEN
 Company: ASPEN CORP
 Address: 2400 Ritter dr.
Daniels WV 25832
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email : lboLEN@aspEN-golf.com

Name : Ryan L. Collins Jr
 Company: Collins Building & Contracting Inc.
 Address: 3406 Coaly-Corn Rd
FlaMood's, WV
26621
 Phone#: 304-745-7521
 Fax #: 304-745-7521
 Email : Collins Building @ Hughes Net

DEP14672**Addendum No. 1**

In Bid Item Technical Specifications: Page number 19 shall be removed and replaced with the enclosed page number 19, labeled "Revised 7/24/09".

Pre-Bid Conference**July 23, 2009****Questions and Answers**

Q1. Referring to backfilling of Highwall A and Highwall B. Are you going to take the existing disturbed material and backfill and reslope the highwalls?

A1. Yes, the material shall be pushed in to backfill the highwalls and regrade the slopes. You may go above Highwall A, but must not create additional disturbance above Highwall A. You shall not go above Highwall B.

Q2. Referring to the area above Highwall A. Does the disturbed area go all the way to the property line?

A2. The previously disturbed area may actually go beyond the property line.

Q3. Referring to woody debris in Ditch 3 area. Can you cover the woody debris in its current location?

A3. No, it must be brought out and buried in the regraded areas that will not be adversely effected by settlement. The larger trees shall be placed in a windrow on the backfilled slope.

Q4. Referring to Ditch 2. What are the specifications for the rip-rap for Ditch 2?

A4. The specifications for rip-rap can be found on the detail drawing for Ditch 2 and in the Bid Item Technical Specifications.

Q5. At what point will the contractor be released from his obligations after regrading and seeding?

A5. The Project is subject to a one year warranty upon approval of the final invoice.

Q6. Is the contractor going to be held responsible for damage to the site by ATVs?

A6. During construction you need to try to keep ATVs off of the site. After construction you will be responsible for repair and reseeding of erosion that may be caused by ATVs during your warranty period.

Q7. Are we going to have to reseed after ATV damage to the site?

A7. If it erodes, causes erosion gullies, you will have to rework and reseed it, if the ATVs just ride and destroy vegetation with no erosion you will not be required to reseed.

Q8. Referring to the warranty period. If we have to come back and do work six months after the start of the warranty, does the warranty extend?

A8. If you have to come back and substantially rework, retrack, reseed, that warranty will extend one year from the augmented seeding.

Q9. Referring to regrading. Do you want one continuous uniform slope on the regade or can the slope and vary?

A9. The slope may vary, but the site must be regraded to a sheetflow drainage pattern, so that no area concentrates water and creates erosion problems.

Q10. Are we going to leave the existing access road in place?

A10. No, it will be regraded and we have no pipes or constructed crossings in the contract.

Q11. The coal stockpile area is considered black/toxic material, will any black material, coal waste, be considered toxic?

A11. Yes, black coal waste material shall be mixed with lime and encapsulated in the backfill.

BUYER CB-23	PAGE 019	REQ. OR PO NO P6 DEP14672
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

REVISED 07/24/09

6.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1,000 lbs. of 10-20-20 per acre. These rates are minimum and for bidding purposes.

Fertilizer shall be applied evenly and uniformly distributed over the treated area. Common complete fertilizers which meet the minimum standards are acceptable.

6.3 MULCH

Acceptable mulch for this project is wood fiber, hay, or straw.

Mulch: Wood Fiber @ 1.0 ton/Acre

Hay or straw mulch may be substituted at a rate of 2 tons/Acre

6.4 VEGETATIVE SPECIES

Seeding rate required is for pure live seed (pls) in pounds per acre. The use of annuals or cover crops will not be considered for vegetative success.

SOUTH MIX		WETLAND MIX	
<u>VEGETATIVE SPECIES</u> ¹	RATE/ACRE ¹	<u>VEGETATIVE SPECIES</u> ¹	RATE/ACRE ¹
Orchard Grass	@ 30 lbs/acre	Smooth Bromegrass	@ 6 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre	Reed Canarygrass	@ 2 lbs/acre
Red Top	@ 10 lbs/acre	Redtop	@ 10 lbs/acre
Switchgrass	@ 10 lbs/acre	Switchgrass	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre	Big Bluestem	@ 3 lbs/acre
Alskike Clover ²	@ 5 lbs/acre	Foxtail Millet ⁴	@ 12 lbs/acre
Foxtail Millet ⁴	@ 12 lbs/acre	Wheat or Rye ⁵	@ 50 lbs/acre
Wheat or Rye ⁵	@ 50 lbs/acre	Black Locust ³	@ 1 lbs/acre
Black Locust ³	@ 1 lbs/acre		

1. Seeding rate required is for pure live seed in pounds (lbs) per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
3. This species to be utilized only for woodland post-mining land-use projects.
4. Spring Mix
5. Fall Mix

7.0 CONSTRUCTION STAKEOUT

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract, production of as-built drawings, and of performing topographic surveys and obtaining surveyed cross-sections for accurate determination of pay item quantities. Construction stakeout shall be under the supervision of a Registered Professional Engineer or Licensed Land Surveyor and all drawings signed and/or sealed by such. The Department shall provide control points for initial layout of the work. (Shall not exceed 5% of the total bid for this permit.)

A. MATERIALS

Wooden stakes and other marking materials as described herein.