



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  
 DEP15409

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998 304-457-3219

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/23/2011				

BID OPENING DATE: 06/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BURN COAL INC., PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE REVISED BID SCHEDULE RESULTING FROM THE 05/02/11 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 06/02/11 TO 06/07/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP15409 ***** 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).

**Addendum #1 - Questions During Pre-Bid Conference  
For DEP 15409  
Burn Coal, Inc.  
Permit # U-2005-97**

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The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

**CLARIFICATION:** See and use the attached Revised Bid Schedule. Specifically, Bid Items 16.0, 17.0, and 18.0 are LF unit price items, not EA unit prices.

**CLARIFICATION:** Bid items 9.4 Vegetative Species, and 10.0 Vegetative Enhancement shall be modified to replace the Ky 31 Fescue with Rye grass and use the same specified pounds per acre of seeding rate.

- 1.) Q. Do you want rock splash pads on the ends of the culvert pipes?  
A. We will be using installation of riprap trapezoidal shaped ditches to spread out the flow from runoff water, and to prevent erosion of the banks.
- 2.) Q. How far will we go with the trap. ditch?  
A. In the area below the culverts at the road, we will want the trap. ditch to continue down the slope to the valley that is near level with Pond E. You will be paid per linear foot of installation of the rocked ditch.
- 3.) Q. Are we installing trap. riprap ditch below the culvert crossing the top of the access road?  
A. Yes, even though the Site Plan drawing shows the culvert in a slightly different location, the areas pointed out at the Pre Bid Conference, and where designated with the DEP onsite representative at time of construction shall prevail.
- 4.) Q. Do we have more than one borrow material site to use?  
A. Yes, contractor can use any of the sites pointed out during the Pre Bid Conference.
- 5.) Q. Are the drains out of the mines?  
A. Yes, mine maps indicate that the coal dips away from the three portal entries into the mine in the North to North-West direction.
- 6.) Q. Does this road get any stone?  
A. Yes, from the main 48 inch culvert replacement up to the top of the hill, the access road is to be upgraded for 950 linear feet.
- 7.) Q. (at the ditch elimination area) Do we put back riprap?  
A. No, completely eliminate and regrade the ditch so there is sheet flow from above.
- 8.) Q. Do we need to do anything with any sediment behind the breeched pond embankment?  
A. No, only use the pond embankment material for a borrow site.

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- 9.) Q. How wide of a keyway do you want through the embankment (at Pond D)?  
A. I did not specify but it should be at least one excavator bucket wide or wide enough to get it installed properly without having material slip into the trench.
- 10.) Q. Are you going to try to hold the pond water level as you work?  
A. No, you can temporarily dewater or bypass around the pond.
- 11.) Q. Can you just remove and redo the whole embankment?  
A. Yes, as long as you properly install a keyway into original ground where the embankment is placed, and leak must be stopped.
- 12.) Q. Is the line to that watering trough from that pond?  
A. No.
- 13.) Q. Do we need an anti-seep collar on the new Pond D exit pipe?  
A. No, just compact some onsite clay material around the pipe.
- 14.) Q. Are we going to take a new ditch all the way to the creek?  
A. No, only past the pond exit piping to a section of pipe that will be used to cross in the meadow.
- 15.) Q. Do we have to treat the water from Pond D if we pump it down?  
A. No, you do not have to treat the water.
- 16.) Q. (at the slip area) On the regrading, do we have to go up to the woodline?  
A. No, you can stop the fill slope and the regrading at the top of slip areas, and you do not have to go on above that. We do not have enough borrow material to fill on a 2H:1V slope above the slip areas.

BUYER CB-23	PAGE	REQ. OR PO NO. DEP 15409
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 3-15-10 PURCHASING CONTINUATION SHEET

## REVISED

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>BURN COAL, INC.</u></b>				
<b>PERMIT NUMBER(S): <u>U-2005-97</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	<b><u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN (5% Total Bid Maximum for this permit)</u></b>	LUMP SUM	\$ _____
2.0	LUMP SUM	<b><u>SPILL CONTAINMENT AREA (S.C.A.)</u></b> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ _____
3.0	LUMP SUM	<b><u>CONSTRUCTION STAKEOUT (Limited to 5% Total Bid)</u></b>	LUMP SUM	\$ _____
4.0	950 LF	<b><u>HAULROAD/ACCESS ROAD UPGRADE</u></b>	\$ _____ PER LF	\$ _____
5.0	50 TON	<b><u>INCIDENTAL STONE FOR ROAD UPGRADE</u></b>	\$ _____ PER TON	\$ _____
6.0	LUMP SUM	<b><u>STRUCTURE AND/OR DEBRIS REMOVAL</u></b>	LUMP SUM	\$ _____
7.0	LUMP SUM	<b><u>SLIP REPAIR</u></b>	LUMP SUM	\$ _____
8.0	5 AC	<b><u>REGRAVING AND TOPSOILING</u></b>	\$ _____ PER ACRE	\$ _____
9.0		<b><u>REVEGETATION</u></b>		
9.1	5 AC	<b><u>AGRICULTURAL LIME</u></b>	\$ _____ PER ACRE	\$ _____
9.2	5 AC	<b><u>FERTILIZER</u></b>	\$ _____ PER ACRE	\$ _____
9.3	5 AC	<b><u>MULCH</u></b>	\$ _____ PER ACRE	\$ _____
9.4	5 AC	<b><u>VEGETATIVE SPECIES</u></b>	\$ _____ PER ACRE	\$ _____
10.0	4 AC	<b><u>VEGETATIVE ENHANCEMENT</u></b>	\$ _____ PER ACRE	\$ _____
<b><u>SURFACE WATER MANAGEMENT</u></b>				
11.0	LUMP SUM	<b><u>CLEAR AND GRUB</u></b>	LUMP SUM	\$ _____

BUYER CB-23	PAGE	REQ. OR PO NO. DEP 15409
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WV-36a STATE OF WEST VIRGINIA  
REV. 3-15-10 PURCHASING CONTINUATION SHEET

**REVISED**

12.0	400 LF	<b><u>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</u></b> (Max. Bid \$5.00 Per LF)	\$ _____ PER LF	\$ _____
13.0	4 EA	<b><u>SEDIMENT CONTROL SUMP</u></b>	\$ _____ PER EA	\$ _____
14.0	2200 LF	<b><u>V-DITCH</u></b>	\$ _____ PER LF	\$ _____
15.0	1000 LF	<b><u>TRAPEZOIDAL DITCH</u></b>	\$ _____ PER LF	\$ _____
16.0	140 LF	<b><u>15 INCH CULVERT</u></b>	\$ _____ PER LF	\$ _____
17.0	180 LF	<b><u>24 INCH CULVERT</u></b>	\$ _____ PER LF	\$ _____
18.0	160 LF	<b><u>48 INCH CULVERT</u></b>	\$ _____ PER LF	\$ _____
19.0	40 LF	<b><u>UNDERDRAIN</u></b>	\$ _____ PER LF	\$ _____
20.0	250 LF	<b><u>6 INCH SOLID PIPE</u></b>	\$ _____ PER LF	\$ _____
21.0	LUMP SUM	<b><u>REPAIR POND D EMBANKMENT</u></b>	LUMP SUM	\$ _____
<b>TOTAL PERMIT <u>U-2005-97</u></b>				\$ _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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RFQ # : DEP15409  
 Project: Burn Coal, Inc.  
U-2005-97

Bid Date: June 2, 2011  
 Pre-Bid Date: May 5, 2011

Name : DAVID H. BOWMAN  
 Company: GREEN Mountain CO  
 Address: 511 50th STREET  
Chas WV  
25304  
 Phone #: 304 925 0253  
 Fax #: 925 9230  
 Email : DHB@22@yahoo

Name : DENNIS C. ELBORN  
 Company: COWPURLINE INC  
 Address: P O Box 243  
SIMPSON, WV 26435  
 Phone#: 304-739-4397  
 Fax #: 304-739-4401  
 Email : DCE-COWPURLINE@EARTHLINK.NET

Name : Robert L. BARNES  
 Company: BARNES EXC. INC  
 Address: P.O. Box 13384  
SISSONVILLE  
WV. 25360  
 Phone #: 304-984-1725  
 Fax #: 304-984-0074  
 Email : BARNES EXC@AOL.COM

Name : Junior Stanley  
 Company: Stanley Industries, Inc  
 Address: 7 Maple Lake  
Bridgport WV 26330  
 Phone#: 304-842-8560  
 Fax #: 304-842-8609  
 Email : jstanley@ma.rr.com

Name : Keith Freshout  
 Company: EAGLE Excavation INC.  
 Address: P.O Box 218  
Kenna W.V 25248  
 Phone #: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email : \_\_\_\_\_

Name : CLAUDE Cunningham  
 Company: MEADOWS Stone & Paving, Inc  
 Address: P.O. Box 10  
GASSAWAY, WV 26624  
 Phone#: 304 364 5151  
 Fax #: 304 364- 5153  
 Email : CCUNNINGHAM@WVDSL.NET

Name : Edward Wolfe  
 Company: Wolfe Run Excavating  
 Address: 110 Wolfe Run Rd  
Tunnelton WV 26444  
 Phone #: 304-698-4977  
 Fax #: 304-892-3314  
 Email : Wolfe run excavating@yahoo.com

Name : Scott LAURITA  
 Company: SCJL Co-Leasing Corp. Inc  
 Address: 8 Hunter Zane Rd  
FAIRMONT WV 26554  
 Phone#: 304-290-4608  
 Fax #: 304-296-8252  
 Email : JSLAURITA@Yahoo.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15409  
Project: Burn Coal, Inc.  
U-2005-97

Bid Date: June 2, 2011  
Pre-Bid Date: May 5, 2011

Name : ARCH STALWAKER  
Company: STALWAKER & SON, L.L.C.  
Address: 3287 BERLIN RD  
WESTON, WV  
26152

Phone #: 304-439-1821  
Fax #: N/A  
Email : BODACIOUS5598@YAHOO.COM

Name : JAMES AILEY  
Company: JFAILEY CO  
Address: PO Box 2049  
Buckhannon WV  
26201

Phone#: 304 472 8890  
Fax #: 304 472 8897  
Email JAMES.AILEY@JFAILEYCO.COM

Name : Doug Liveant  
Company: BREAKAWAY INC.  
Address: 1075 Old Turnpike Rd  
Sutton WV 26601

Phone #: 765-5317  
Fax #: 765-5389  
Email : doug@breakawaywv.com

Name : Thane Ryder  
Company: RBS Inc  
Address: PO Box 490  
White Sulphur Springs  
WV 24986

Phone#: 304-645-2277  
Fax #: 304-645-2597  
Email :

Name : Ann KARDWILL  
Company: EASTERN ARROW  
Address: PO Box 4108  
CHARLESTON, WV  
25364

Phone #: 304-332 414-0255  
Fax #: 0256  
Email : easternarrow@hotmail.com

Name : ~~\_\_\_\_\_~~  
Company: ~~\_\_\_\_\_~~  
Address: ~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
Phone#: ~~\_\_\_\_\_~~  
Fax #: ~~\_\_\_\_\_~~  
Email : ~~\_\_\_\_\_~~

Name : Joseph Lambert  
Company: Lambert Excavation LLC  
Address: PO Box 86  
Powden WV 26254

Phone #: 304-636-0211  
Fax #: 304-636-0316  
Email : joesportsmery@yahoo.com

Name : David McCoy  
Company: WV DEP  
Address: \_\_\_\_\_

Phone#: 304-457-3219  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

END