



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
DEP15508

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
08/18/2011				

BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR A CONTRACT TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM, IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, TERMS, AND CONDITIONS. SCOPE OF WORK WILL INCLUDE, BUT WILL NOT BE LIMITED TO: BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF PREVIOUSLY RECLAIMED SITES REQUIRING MAINTENANCE IN THE SOUTHWESTERN COUNTIES OF WEST VIRGINIA. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						

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.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.

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).



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BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>REV. 3/88</p>						

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SPECIFIED COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$500,000.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 RFQ. NO.: DEP15508 BID OPENING DATE: 09/15/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ DEP15508 ***** TOTAL: _____						

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BUYER CB-23		REQ. OR PO NO. DEP 15508
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

CONTRACT

FOR

DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES
RECLAMATION/MAINTENANCE SERVICES
SOUTH WESTERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION
601 57th Street, SE
CHARLESTON, WEST VIRGINIA 25304
TELEPHONE 304-926-0499

Maximum Annual Expenditures
This contract shall not exceed \$500,000.00

Maximum Project Expenditures
This contract shall not exceed \$25,000.00 per project

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

CONTRACTUAL INFORMATION & REQUIREMENTS

Article I - Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all the scope of work required in this contract.

Article 2 - Location of Work-South Western Counties

The area of work shall include the South Western Counties of West Virginia. The counties listed below are the coal producing counties in the area of work and those in parenthesis represent where most of the work required in this contract is located.

- | | | | |
|----|---------|-----|-----------|
| 1. | Putnam | 6. | (Kanawha) |
| 2. | (Clay) | 7. | (Logan) |
| 3. | (Boone) | 8. | Lincoln |
| 4. | (Mingo) | 9. | (Mason) |
| 5. | Cabell | 10. | (Wayne) |

Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.
- F. The word "Director" is used to mean the Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

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WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

Article 4 - Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, permit number, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 - Delivery

- A. The contractor shall complete the specified reclamation/maintenance work in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed. A warranty inspection will be conducted on each project during the warranty period. Consideration will be made during the warranty period for unforeseen and unanticipated conditions encountered.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.
- F. The contractor shall provide written work reports on any / all projects at the request of the Director or the Office of Special Reclamation (OSR) authorized representative. Work reports will provide information necessary to

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WV-36 STATE OF WEST VIRGINIA
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VENDOR:

evaluate the overall project and may include (but not be limited to): type of equipment on site, equipment hourly use readings, man hours utilized, details of specific work performed at the site, specific problems encountered at the site, start and end times and date(s) of service. Report forms will be provided by OSR or approved for use by OSR prior to use and submittal. Work reports will be constructed to illustrate day-by-day activity on the project and provide all required criteria.

Article 7 - Costs and Payments

A. Payment to the contractor will be made on the following basis:

1. Unit Pricing

Item - As directed by the State in specific work directive.

Estimated Quantity - As agreed to prior to issuing a Notice to Proceed on the Work Directive. Payment is to be actual quantity used, not to exceed the estimated quantity approved in the work directive.

Unit Price - As provided by the Offeror in the proposal.

B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the actual quantities used at the unit prices approved as provided by the Offeror in the proposal. Projects must be invoiced only once, unless prior approval of the DEP is obtained.

Article 8 - Changes in the Contract

A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the work shall be authorized by a change order. A change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly itemized.
- 2) By unit prices stated in the contract documents or subsequently agreed upon.

All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

BUYER CB-23	REQ. OR PO NO DEP 15508	9
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT																		
1.0	200 HRS	Crawler Dozer-Caterpillar D-8N or equiv. with 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade	\$ _____ PER HR	\$ _____																		
2.0	200 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ _____ PER HR	\$ _____																		
3.0	200 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ _____ PER HR	\$ _____																		
4.0	100 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket	\$ _____ PER HR	\$ _____																		
5.0	100 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$ _____ PER HR	\$ _____																		
6.0	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$ _____ PER HR	\$ _____																		
7.0	200 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$ _____ PER HR	\$ _____																		
8.0	100 HRS	Wheel loader-Caterpillar 988B or equiv. with 375 minimum flywheel horsepower, 7 cubic yard minimum bucket	\$ _____ PER HR	\$ _____																		
9.0	200 HRS	Truck, Off-Highway, Caterpillar 769 or equiv. 400 H.P. with minimum 35 ton capacity	\$ _____ PER HR	\$ _____																		
10.0	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ _____ PER HR	\$ _____																		
11.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ _____ PER HR	\$ _____																		
12.0	100 HRS	Mini excavator - John Deere 35D or equivalent. Rubber tracked, minimum 25 horsepower with a standard 24 inch wide / 4.0 cubic foot capacity bucket and six foot wide blade.	\$ _____ PER HR	\$ _____																		
13.0	100 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items - per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour)	\$ _____ PER HR	\$ _____																		
14.0	100 ACRES	*Seed mixture to be applied after seed bed preparation: <table style="margin-left: 40px;"> <tr> <td><u>Vegetative Species</u></td> <td><u>Rate/Acre</u></td> </tr> <tr> <td>Birdsfoot Trefoil²</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Redtop⁴</td> <td>@ 3 lbs/acre</td> </tr> <tr> <td>Ky 31 Fescue⁵</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Wheat or Rye⁴</td> <td>@ 50lbs/acre</td> </tr> <tr> <td>Orchard Grass</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Weeping Lovegrass³</td> <td>@ 2 lbs/acre</td> </tr> <tr> <td>Red Clover</td> <td>@ 10 lbs/acre</td> </tr> <tr> <td>Foxtail Millet³</td> <td>@ 12 lbs/acre</td> </tr> </table>	<u>Vegetative Species</u>	<u>Rate/Acre</u>	Birdsfoot Trefoil ²	@ 15 lbs/acre	Redtop ⁴	@ 3 lbs/acre	Ky 31 Fescue ⁵	@ 15 lbs/acre	Wheat or Rye ⁴	@ 50lbs/acre	Orchard Grass	@ 15 lbs/acre	Weeping Lovegrass ³	@ 2 lbs/acre	Red Clover	@ 10 lbs/acre	Foxtail Millet ³	@ 12 lbs/acre	\$ _____ PER ACRE	\$ _____
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WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.0	100 ACRES	<p>*Seed mixture for Vegetation Enhancement</p> <p><u>Vegetative Species</u>¹ <u>Rate/Acre</u></p> <p>Birdsfoot Trefoil² @5 lbs/acre</p> <p>Ky 31 Fescue⁵ @5 lbs/acre</p> <p>Red Clover @5 lbs/acre</p>	\$ _____ PER ACRE	\$ _____
16.0	100 ACRES	<p>*Additional seed mixture for woodland post-mining land use projects.</p> <p><u>Vegetative Species</u>¹ <u>Rate/Acre</u></p> <p>Black Locust² @3 lbs/acre</p> <p>(REFERENCE FOR ITEM NUMBERS. 14.0, 15.0, & 16.0)</p> <p>1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety</p> <p>* Quality and quantity inspection required prior to installation.</p>	\$ _____ PER ACRE	\$ _____
17.0	500 TONS	Agriculture Lime - 85% CaCO ₃ /Acre	\$ _____ PER TON	\$ _____
18.0	200 TONS	Fertilizer, 10-20-10	\$ _____ PER TON	\$ _____
19.0	200 TONS	Fertilizer, 18-46-0	\$ _____ PER TON	\$ _____
20.0	200 TONS	Mulch, Wood Fiber	\$ _____ PER TON	\$ _____
21.0	200 TONS	Mulch, hay or straw	\$ _____ PER TON	\$ _____
22.0	200 TONS	Stone, 2" limestone, delivered to site	\$ _____ PER TON	\$ _____
23.0	200 TONS	Stone, No. 57 limestone, delivered to site	\$ _____ PER TON	\$ _____
24.0	200 TONS	Stone, shot limestone, delivered to site	\$ _____ PER TON	\$ _____
25.0	200 TONS	Crusher Run limestone, delivered to site	\$ _____ PER TON	\$ _____
26.0	200 TONS	4" x 8" Limestone, delivered to site	\$ _____ PER TON	\$ _____
27.0	200 TONS	6" x 12" riprap limestone, delivered to site	\$ _____ PER TON	\$ _____
28.0	200 TONS	4" x 8" sandstone, delivered to site	\$ _____ PER TON	\$ _____
29.0	200 TONS	6" x 12" riprap sandstone, delivered to site	\$ _____ PER TON	\$ _____
30.0	200 TONS	Stone, 2" sandstone, delivered to site	\$ _____ PER TON	\$ _____
31.0	200 TONS	Stone, Shot sandstone, delivered to site	\$ _____ PER TON	\$ _____

BUYER CB-23	REQ. OR PO NO. DEP 15508	11
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
32.0	100 LF	Pipe, 12" schedule 40 P.V.C.	\$ _____ PER LF	\$ _____
33.0	10 EA	Pipe, 12" 45° Schedule 40	\$ _____ EACH	\$ _____
34.0	10 EA	Pipe, 12" 90° Schedule 40	\$ _____ EACH	\$ _____
35.0	10 EA	Pipe, 12" Cap Schedule 40	\$ _____ EACH	\$ _____
36.0	10 EA	Pipe, Tee, 12" Schedule 40 P.V.C.	\$ _____ EACH	\$ _____
37.0	100 LF	Pipe, 6" Solid Schedule 40 Pipe	\$ _____ PER LF	\$ _____
38.0	100 LF	Pipe, 6" Perforated Schedule 40 Pipe	\$ _____ PER LF	\$ _____
39.0	100 LBS	Bentonite – Sealer	\$ _____ PER LB	\$ _____
40.0	10 EA	Pipe, 6" "T" Schedule 40	\$ _____ EACH	\$ _____
41.0	10 EA	Pipe, 6" Screw on Cap Schedule 40	\$ _____ EACH	\$ _____
42.0	10 EA	Pipe, 6" solid end cap Schedule 40	\$ _____ EACH	\$ _____
43.0	10 EA	Pipe, 6" 45° Schedule 40	\$ _____ EACH	\$ _____
44.0	10 EA	Pipe, 6" Connector Schedule 40	\$ _____ EACH	\$ _____
45.0	10 EA	Pipe, 6" 90° Schedule 40	\$ _____ EACH	\$ _____
46.0	10 EA	Pipe, 6" 22-1/2° Schedule 40	\$ _____ EACH	\$ _____
47.0	100 LF	Pipe, 6" solid flexible pipe	\$ _____ PER LF	\$ _____
48.0	100 LF	Pipe, 12" solid flexible pipe	\$ _____ PER LF	\$ _____
49.0	100 LF	12 inch HI-Q corrugated culvert – 20 foot section	\$ _____ PER LF	\$ _____
50.0	100 LF	18 inch HI-Q corrugated culvert – 20 foot section	\$ _____ PER LF	\$ _____
51.0	100 LF	24 inch HI-Q corrugated culvert – 20 foot section	\$ _____ PER LF	\$ _____
52.0	100 HRS	Water Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ _____ PER HR	\$ _____
53.0	100 HRS	Trash Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ _____ PER HR	\$ _____
54.0	100 HRS	Trash /Sludge high head / high volume pump. 6" dia gas a/o DSL powered with trailer mounting. Godwin HL5M Dri-Prime type or equivalent	\$ _____ PER HR	\$ _____

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	100 HRS	Water Pump 4" Dia. gas a/o DSL powered	\$ _____ PER HR	\$ _____
56.0	100 HRS	Water Pump 3" Dia. gas a/o DSL powered	\$ _____ PER HR	\$ _____
57.0	100 HRS	Water Pump 2" Dia. gas a/o DSL powered	\$ _____ PER HR	\$ _____
58.0	100 HRS	Trash pump 6" diam or larger gas a/o DSL powered with trailer mounting. Pump must be capable of passing a maximum 3" solid (such as gravel) and organic debris (such as dried leaves and loose vegetation). Pump should be capable of at least 30' vertical suction from work site and provide for a minimum of 100' vertical discharge.	\$ _____ PER HR	\$ _____
59.0	100 SQ YDS	Engineering Fabric for subsurface drainage – in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$ _____ PER SQ YD	\$ _____
60.0	100 SQ YDS	Smooth HPDE Geomembrane – poly-flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant	\$ _____ PER SQ YD	\$ _____
61.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
62.0	100 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, etc., and pump operator as needed with prior approval	\$ _____ PER HR	\$ _____
63.0	10 EA	Wooden Weir – Installed per each (8' x 2' treated 2" lumber with 4" x 4" treated supports)	\$ _____ EACH	\$ _____
64.0	10 EA	Wooden Fence – Installed per each (8' x 4' treated 2" lumber with 4" x 4" treated supports)	\$ _____ EACH	\$ _____
65.0	100 HRS	Truck with snow blade; minimum ¾ ton pickup with 8-foot wide snow blade	\$ _____ PER HR	\$ _____
66.0	100 LF	Silt fence – Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$ _____ PER LF	\$ _____
67.0	100 LF	HAYBALES (not to exceed a max \$5.0 per lf) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.	\$ _____ PER LF	\$ _____
68.0	100 CY	Grout – Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$ _____ PER CY	\$ _____
69.0	100 CY	Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ _____ PER CY	\$ _____
70.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ _____ PER TON	\$ _____

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WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
71.0	500 SQ YD	Floating baffle curtain – 18 oz rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing- all seams heat sealed. Two (2) minimum 6" x 48" RPS foam float blocks installed per 20 LF (or less) of curtain. Float blocks will be installed in top of curtains and spaced with grommets in between each block. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from the edge of water. 5/16 inch stainless chain, heat sealed into bottom of curtain and extended out to each end to point of anchorage. Price will include all labor and materials for installation in pond as required.	\$ _____ PER SQ YD	\$ _____
72.0	2,000 LF	Wire mesh fencing – zinc coated (galvanized) iron or steel farm-field (woven wire) fencing. Fencing shall meet the requirements of ASTM A 116, Desing No. 1047-6-9, Zinc Coating Class 1. Where fencing is joined onto existing fence, Type FE-4-5 Oval Sleeve Wire Splices or equivalent splices will be used. Where fencing is attached to posts, 1 ½ inch galvanized fence staples will be used. Price will include all labor and materials for installation on site, as required.	\$ _____ PER LF	\$ _____
73.0	2,000 LF	Fence posts / Bracing posts – all posts will be extreme/severe (minimum AWP A Use Category UC4B or CCA rating of .40 weather treated wood. Square posts will be a minimum of 4 inch x 4 inch. Round posts may be used provided that a minimum of 6 inch diameter is used. Where installed in the ground, posts will be installed a minimum depth of 3 feet with all fill compacted and extended above ground as directed. Price will include all labor and materials for installation on site, as required.	\$ _____ PER LF	\$ _____
74.0	4 EA	Welded steel pipe gate. Gate will be constructed as per the attached specifications. Price will include all materials and labor for installation on-site in variable field conditions.	\$ _____ PER EA	\$ _____
		TOTAL		\$ _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

- NOTE:
1. All items must be bid and bid in unit measure specified in the quantity column.
 2. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
 3. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
 4. All equipment used must be in good operable condition and be readily available.
 5. All materials must have approval from a DEP representative.

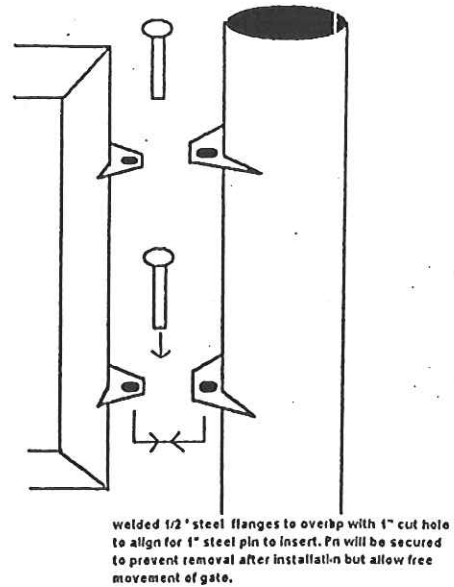
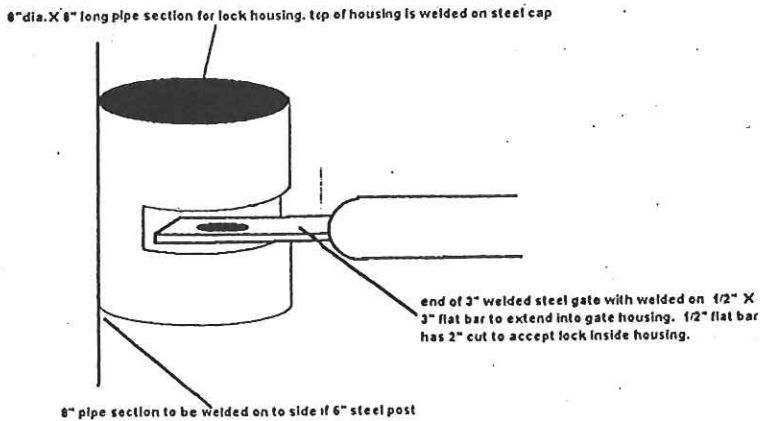
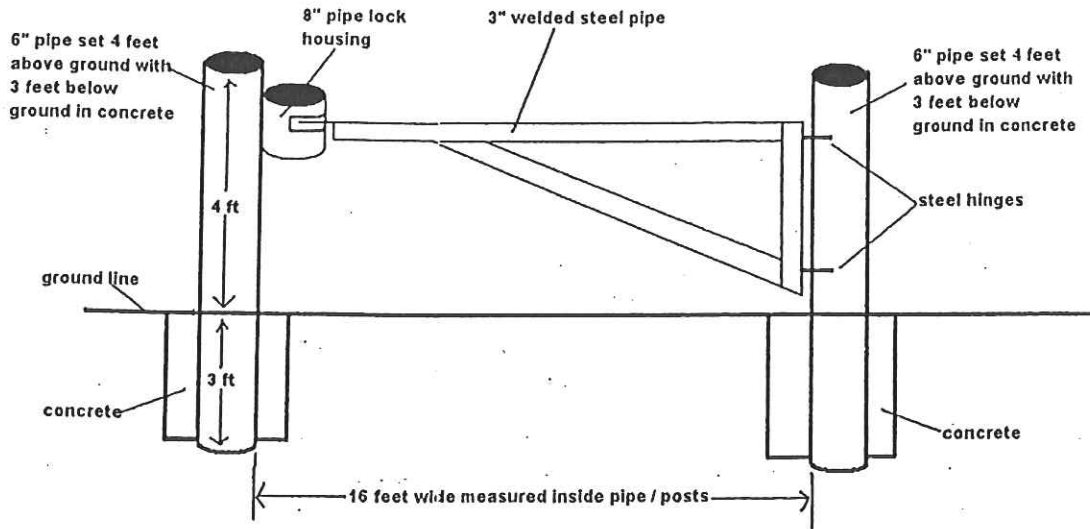
BUYER CB-23		REQ. OR PO NO. DEP 15508	14
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION			

WV-36 STATE OF WEST VIRGINIA
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VENDOR:

6. Labor for operating equipment and installing materials shall be incidental to each item.
7. All pipe and fittings are delivered price.
8. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

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

BUYER CB-23	REQ. OR PO NO DEP. 15508	15
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



Steel pipe will be 1/4" wall thickness for all applications. Posts and housing will be capped with 1/4" welded on plates. Gates will be painted with rust prohibiting primer and finished with 2 full coats of heavy duty latex suitable for exterior metal applications.

OFFICE OF SPECIAL RECLAMATION	
STEEL PIPE GATE DESIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

- 1. I am an employee of _____; and,
(Company Name)
- 2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____ 20____

My Commission expires _____, 20____

AFFIX SEAL HERE

NOTARY PUBLIC _____