



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
DEP15167

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

S
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E

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/05/2010				

BID OPENING DATE: 11/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE T&J COAL INC. PROJECT TO DIS- TRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED BID SCHEDULE, AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 10/21/2010.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 11/18/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF WATER						
***** THIS IS THE END OF RFQ DEP15167 ***** 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 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).

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15167
T&J Coal, Inc.
Permit # P-177-85**

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.

THE BID SCHEDULE HAS BEEN REVISED: Item #4.2 revised to 5200 LF of Construct New Haulroad; and Item #7.2 revised to 200 LF of 36 Inch Culvert.

- 1.) Q. Can we mob in on this access to the site (coming in to the site through farm field)?
A. No, the location of the new access road directly off of the county road shall be the only approved access to the treatment site for the contractor.
 - 2.) Q. This new road that you are going to install out through the woods, is there already a road roughed in or piece of road there?
A. Yes, we will walk on some of it and show it to you later.
 - 3.) Q. Are you going to take the ditching from the road culverts clear into the hollow?
A. Yes, to prevent erosion, and to slow down water flow.
 - 4.) Q. If we have to cut this road down, do we need to ditch both sides of road?
A. Yes at certain locations, the road cross section indicates that a grass lined ditch is included on all of the road, and in some cases where it is steep, riprap ditching will be used and paid for in a separate bid item.
 - 5.) Q. Are we going to put matting in the grass lined roadside ditch, or do we seed and mulch it?
A. Seed and mulch the roadside ditch, unless we add riprap at certain locations.
 - 6.) Q. Any trees to be taken down, do we need to leave for the landowner?
A. Yes, any trees 8 inches in diameter and larger shall be topped, stumps removed, and neatly stacked in convenient locations along the road for the landowner.
 - 7.) Q. Can we move the ponds further away from the seep area (standing at the seep area)?
A. Yes, utilize the wider area available to orient the two treatment ponds and maximize the most drop in elevation from the seeps to the first pond. By utilizing the wider area away from the seep for the pond construction will also maximize a longer distance of grouted channel from the seep to the first pond.
 - 8.) Q. Can the road be on the outside berm of the treatment ponds, or is it (road) going to be over the hill?
A. We will evaluate the best road alignment after the contractor has graded the area for the pond sites, but our initial proposed alignment of the road is to place it on the upper side of the pond berms (between the hillside and the ponds).
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Permit # P-177-85**

- 9.) Q. Does the road keep going (standing at the seeps, and looking past them)?
A. No, a branch of the road extends to the point where the seep is located to get to the future caustic tank and building. This road extension will also have to include an area to turn the chemical delivery truck (tandem or tri-axle 3000 gallon tank truck) around. Any turning areas will be paid as new road construction.
- 10.) Q. What percent grade or slope are you wanting on the road going up the hill (standing at the seep area)?
A. Make the road as gradual as possible, and we would like the road to be less than 15% slope.
- 11.) Q. If we have to do any grading on the hillside above the road, will it have to be a minimum of 2 horizontal to 1 vertical slope?
A. Do not grade the hill any steeper than 1.5 horizontal to 1 vertical, and try to maintain 2 horizontal to 1 vertical slope, where possible. To avoid excessive grading on the uphill side of the road, you may have to start the road up the hill further back. You can branch a separate road off toward the treatment building, and include a turning area. The contractor shall propose the road alignment and have it approved to the DEP, prior to construction.
- 12.) Q. How far down here does the permit limit go (standing at the seep area)?
A. The permit area extends along the two main open benches, however; to construct the two treatment ponds, the contractor may have to grade material past the large tree line for the lower pond embankment construction. Plan for that as part of the pond construction bid items, and the clear and grub bid item. Do not disturb areas below the existing bench that we walked around (where the ponds are to be located).
- 13.) Q. So, is the seep going to run into the grouted V-ditch?
A. Yes, the seep will be piped into the V-ditch.
- 14.) Q. Is there a fence around this building (caustic tank building)?
A. No, only fence around the two treatment ponds, and the two sludge cells.
- 15.) Q. Are both sludge cells the same size, and is that size top of water or top of berm?
A. Yes, they are both the same in size... 40 feet top inside width, and 150 feet top inside length, and a total depth of 10 feet.
- 16.) Q. What are you tying the sludge cells together with?
A. The sludge cells shall be tied together with a 20 feet joint of 15 inch diameter culvert pipe.
- 17.) Q. Will there be three or four concrete spreaders at the ponds?
A. There will be four spreaders installed, one at each pond inlet and each pond outlet.
- 18.) Q. How wide are those spreaders?
A. Please refer to detailed drawing included in requisition, 10 feet wide, and center 4 feet will have a 3 inch drop out where the water will flow out. They are 3 feet deep and 1 foot thick. All dimensions are included in the drawing.
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**Addendum #1 - Questions During Pre-Bid Conference
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T&J Coal, Inc.
Permit # P-177-85**

- 19.) Q. Are the baffling curtains going in the settling ponds?
A. Yes, one baffle shall be installed in treatment pond #1, and two baffles shall be installed in treatment pond #2.
- 20.) Q. Are we going to put rock headwalls on the 36 inch culvert installations?
A. Yes, the contractor shall install rock riprap at each end of each culvert installed. Any rock riprap installed on headwalls and endwalls of culverts is incidental to each culvert installation location.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: T & J COAL INC.				
PERMIT NUMBER(S): P-177-85				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</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>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid)	LUMP SUM	\$ _____
<u>ROAD CONSTRUCTION</u>				
4.0	LUMP SUM	<u>MAINTAIN HAULROAD/ACCESS ROAD</u>	LUMP SUM	\$ _____
4.1	<u>200</u> TON	<u>INCIDENTAL STONE</u>	\$ _____ PER TON	\$ _____
4.2	<u>5200</u> LF	<u>CONSTRUCT NEW HAULROAD/ACCESS ROAD</u>	\$ _____ PER LF	\$ _____
4.3	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ _____
<u>REVEGETATION</u>				
5.0	<u>8</u> AC	<u>AGRICULTURAL LIME</u>	\$ _____ PER ACRE	\$ _____
5.1	<u>8</u> AC	<u>FERTILIZER</u>	\$ _____ PER ACRE	\$ _____
5.2	<u>8</u> AC	<u>MULCH</u>	\$ _____ PER ACRE	\$ _____

5.3	8 AC	<u>VEGETATIVE SPECIES</u>	\$ _____	\$ _____
			PER ACRE	
<u>STORMWATER MANAGEMENT</u>				
6.0	1200 LF	<u>STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ _____	\$ _____
			PER LF	
6.1	2 EA	<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURE</u>	\$ _____	\$ _____
			PER EA	
<u>WATER QUALITY ABATEMENT</u>				
7.0	360 LF	<u>15 INCH CULVERT</u>	\$ _____	\$ _____
			PER LF	
7.1	60 LF	<u>24 INCH CULVERT</u>	\$ _____	\$ _____
			PER LF	
7.2	200 LF	<u>36 INCH CULVERT</u>	\$ _____	\$ _____
			PER LF	
7.3	300 LF	<u>GROUTED V- DITCH</u>	\$ _____	\$ _____
			PER LF	
7.4	800 LF	<u>RIPRAP V- DITCH</u>	\$ _____	\$ _____
			PER LF	
7.5	800 LF	<u>RIPRAP TRAPEZOIDAL DITCH</u>	\$ _____	\$ _____
			PER LF	
7.6	40 LF	<u>SEEP COLLECTOR UNDERDRAIN</u>	\$ _____	\$ _____
			PER LF	

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15167
 Project: T & J Coal, Inc.
P-177-85

Bid Date: Nov.18, 2010
 Pre-Bid Date: Oct. 21, 2010

Name : Robert Barnes
 Company: Barnes Exc. Inc
 Address: P.O. Box 13384
Sissonville WV.
25360

Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : BARNES EXC (B) AOL.COM

Name : Mickey Farmer
 Company: Capitol Valley Contracting
 Address: 67 Renee Dr.
Elkview, WV 25071

Phone#: 304-437-7505
 Fax #: 304-965-2223
 Email : mickeyfarmer@mountainviewgrading.net

Name : Steve Szabo
 Company: Pro Contracting, Inc
 Address: P.O. Box 2442
Clarksburg, WV 26301

Phone #: 304 622-2400
 Fax #: 304 622-2410
 Email : pszwab@SJSema.RR.com

Name : Paul Michael
 Company: Breakaway Inc
 Address: 1075 Old Turnpike Rd
Sutton, WV 26601

Phone#: (304) 765-5317
 Fax #: (304) 765-5389
 Email : cbug@breakawaywv.com

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
Chas WV 25304

Phone #: 304-925-0253
 Fax #: 925-9230
 Email : Tody Maye AOL.COM

Name : Rick P Day
 Company: Cowgirl up inc
 Address: Box 245 243
SIMPSON WV 26345

Phone#: 304-739-4397
 Fax #: 304-739-4401
 Email : _____

Name : Gary Long
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601

Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email : glong@wirefire.com

Name : JL Pretzel Contracting
 Company: JARIE Pretzel
 Address: 274 Horseshoe Dr.
Bruceston Mills wv

Phone#: 304-379-7789
 Fax #: 304-379-7788
 Email : cpretzel@AOL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15167
Project: T & J Coal, Inc.
P-177-85

Bid Date: Nov.18, 2010
Pre-Bid Date: Oct. 21, 2010

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC.
Address: P.O. BOX 218
KENNA WV 25248
Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email :

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

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: P O Box 2049
Buckhannon WV
26201
Phone #: 304 472 8890
Fax # : 304 472 8897
Email JAMES.ALLEN@JFALLENCO.COM

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

Name : Ashley Adkins
Company: Aspen Corporation
Address: 2400 Riter Drive
Daniels WV 25832
Phone #: 304-763-4573
Fax # : 304-763-4591
Email : jadkins@aspen-golf.com

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

Name : Mike Jenkins
Company: AQUAFIX SYSTEMS
Address: 301 Maple Lane
Kingwood WV 26537
Phone #: 304-329-1056
Fax # : 304-329-1217
Email : Mjj@aquafix.com

Name : David McCoy
Company: WV DEP
Address:
Phone# : 304-457-3219
Fax # :
Email :

