



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
DEP15497

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
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE: 10/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 *****					
	ADDENDUM ISSUED FOR RECLAMATION ON THE MINNING OPERATION OF THE BUFFALO COAL COMPANY, INC., PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, ATTACHMENT "UNDERDRAIN #1", AND THE Q/A RESULTING FROM THE 08/30/2011 MANDATORY PRE-BID MEETING.					
	THE BID OPENING DATE AND TIME ARE CHANGED AS FOLLOWS:					
	FROM: 09/27/2011 AT 1:30 PM					
	TO: 10/06/2011 AT 1:30 PM					
	***** NO OTHER CHANGES *****					
0001	1	JB		962-73		
	RECLAMATION: WATER TREATMENT					
	***** THIS IS THE END OF RFQ DEP15497 ***** 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 15497
Buffalo Coal Co.
Permit # S-2006-86**

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: Scope of Work: (Site 1) A 20 feet wide by 10 feet deep area that has slipped above access road to a sediment pond needs to be excavated. The excavated material may be placed and spread out on the lower side of the road, and replace material in bank with 24 to 36 inch onsite rock. The rock is located within 500 feet of the slip area. This work shall be included and paid under Bid Item 12.0 "REGRADING AND TOPSOILING".

CLARIFICATION: All new access road construction shall include smooth drum vibratory roller compaction (10 ton total compactive effort) for the sub-base soil layer and each layer of rock (base stone, then the top crusher run layer). A minimum of two passes shall be required with the roller for each layer.

CLARIFICATION/ATTACHMENT: Bid Item 14.2 "Construct Access Road B2" Incidental to Road B2 shall include Underdrain #1. Also refer to new drawing for Underdrain #1 which includes a perforated six inch pipe. The approximate length of the underdrain shall be 300 feet and shall terminate under the road into Pond 2. The underdrain shall be installed on the cut side of the roadway where possible, and may start on coal pavement. The underdrain piping shall terminate into Pond 2 through a section of solid 6 inch piping.

- 1.) Q. (At Site 1 Ditch A) Are you going to have to break up the existing large shot rock in the ditch?
A. After moving the rock to repair pipe and reconfigure the ditch, you may need to break up some of the large rock, but you are not required. The ditch will have to be reconfigured and add loose crusher run stone to bed the ditch and fill voids of the existing riprap.
- 2.) Q. (At Site 1 Pond 1) Are there clay materials available onsite or do we have to bring it in?
A. Areas beside and below the pond may be used, or from the road cuts at Site 2, and if that is not enough, then we will use best available materials onsite. Any clearing and grubbing for pond 1 is incidental to Bid Item 9.0.
- 3.) Q. Is there water flowing into this pond now?
A. Yes, water is flowing in, but goes out through a hole in the pond bottom on the outlet end of pond. The pond bottom must be over excavated and remove any woody material and place clay material to seal off pre-existing holes.

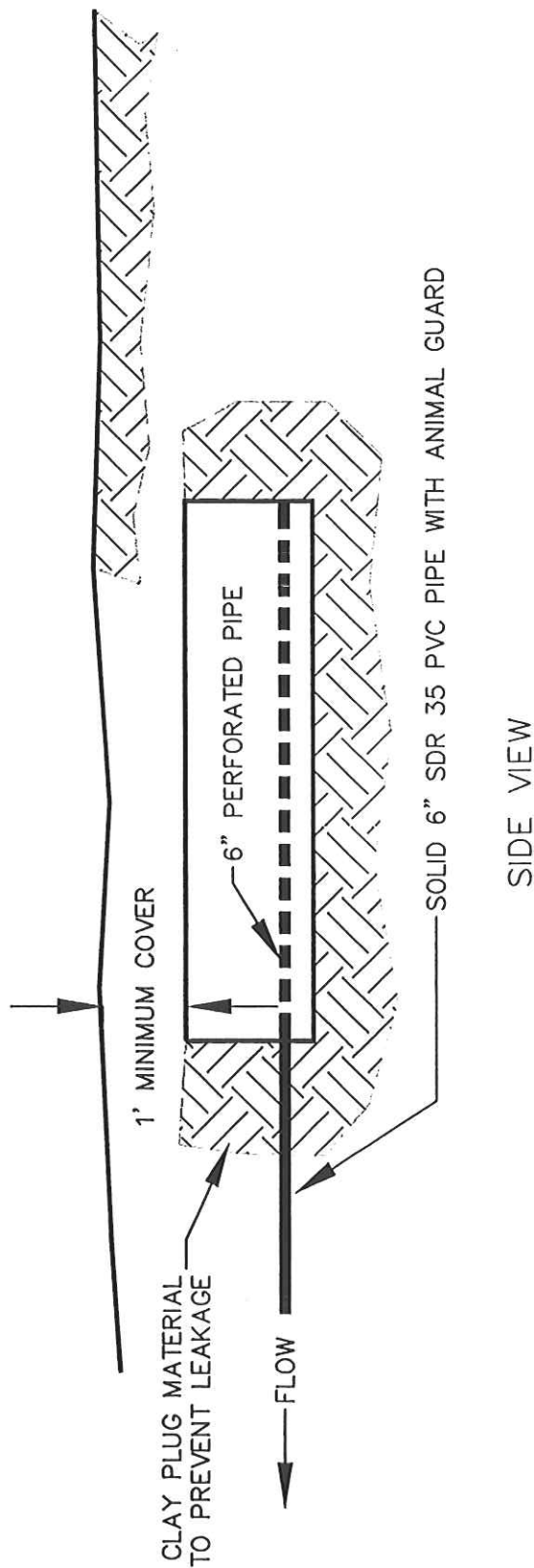
**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15497
Buffalo Coal Co.
Permit # S-2006-86**

- 4.) Q. Do we have to treat this water while we are cleaning Pond 1?
A. No, the water was acceptable at time of design. It is preferable to modify the pond first, then the ditch, and bring in water from by-pass pipe last.
- 5.) Q. (At Site 2 Access Road B1) So, you do not want the outer sediment cell berms touched at all?
A. No, the cells that you fill up with pond cleanings and excess cut material from the road construction, may have the outer berms regraded to use as cover material. Any cells or portions of cells not used, shall be left with the outer berms in tact.
- 6.) Q. Any cells which are left... do they need to be cleaned out?
A. No, leave them as-is. We want any un-used sediment cells for future pond disposal areas.
- 7.) Q. When we start on the new road off of existing roadway, does the existing road get eliminated?
A. No, the existing road is an overbonded haulroad for another mining company. You will start the new constructed road off of this one by filling and then cutting areas off to the left side parallel to the sediment cells.
- 8.) Q. Your ditch alongside the new road... does the water runoff above the road flow that way (towards the ponds)... are there culverts for this road?
A. There are two culverts that convey water from the roadside ditch under the road. The culvert locations are shown on Drawing #2 and #16.
- 9.) Q. Will the culvert pipes be incidental to the road?
A. Yes, that is part of the road construction B1 and B2. Also, remember that the haulage of excess cut material from the road construction to the sediment cells C1 to C5 and the main backfilling of the cells are also incidental to the new road construction bid items. **CLARIFICATION:** The final regrading of the cells shall be paid under Bid Item 20.0 "Regrading and Topsoiling".
- 10.) Q. (At Site 2 Pond 2) will we need to clear or regrade top of pond berm?
A. You will need to clear the vegetation off of the top of the pond berm to a minimum of 12 feet wide, but you do not have to regrade the berm.
- 11.) Q. (At location for Underdrain #2) How far do you think we will need to excavate down to start the underdrain at pipe?
A. We are not sure, but we believe that the pipe is put in close to pavement level... we project that you may need to excavate as much as five feet down or less.
- 12.) Q. What is the psi on the grout?
A. Use a minimum of 2000 psi Type II sulphate resistant cement grout.
- 13.) Q. Does the ditch need to have riprap from here to the wetland area?
A. Yes, you can use any existing rip rap, after cleaning and reshaping the ditch, and adding crusher run material.

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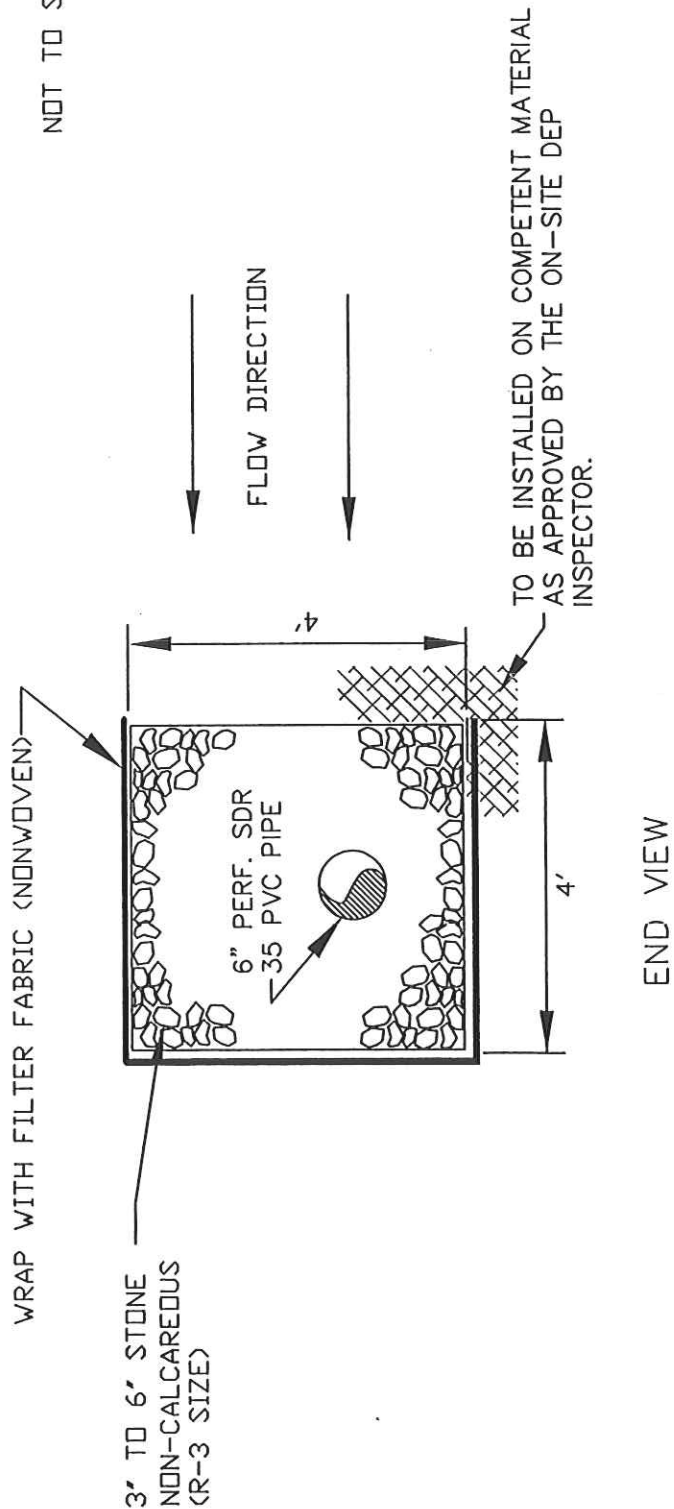
- 14.) Q. Do we have to haul away excess material from road B3?
A. No, you can spread out below or above the new road area.
- 15.) Q. These new access roads...are they stoned?
A. Yes, see cross section drawing details for all new roads.
- 16.) Q. Where does all of the incidental stone go?
A. The incidental stone may be used for maintaining the existing road, rock check dams, additional rip rap areas, or areas as identified during construction. We will only pay for the actual tons used.

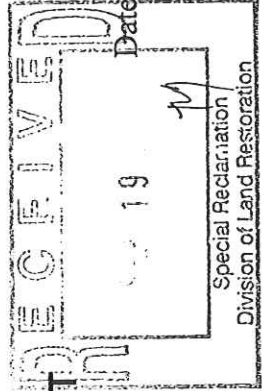
BUFFALO COAL S-2006-86



NOT TO SCALE

BUYER CB-23	PAGE	REQ. or P.O. No. DEP 15497
UNDERDRAIN #1		





DEP # 15497

Date: 08/30/11

PLEASE PRINT

RECEIVED WVDEP
*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

2011 SEP 20 A 10:03

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME ADMINISTRATIVE SERVICES MAILING ADDRESS

Company: ALL CONSTRUCTION INC P.O. Box 232 PHONE 304 693-7131
 Rep: STEVE SZABO MT Strom WV 26739 TOLL FREE
 Email Address: all.estimator@castroeg.com FAX 304 693-7199

Company: J F ALLEN CO P.O. Box 2049 PHONE 304 472 8890
 Rep: JAMES ALLEN Buckhannon WV 26201 TOLL FREE
 Email Address: JAMES.ALLEN@JFALLENCO.COM FAX 304 472 8897

Company: COMPURA NP INC P.O. Box 243 PHONE 304-739-4397
 Rep: DENNIS C. ELBORN SHARPSBURG WV 26435 TOLL FREE
 Email Address: DSC@COMPURANP@SARTHRINK.NET FAX 304-739-4401

Company: GREEN MOUNTAIN CONDANT 511 50th ST PHONE 925-0253
 Rep: DAVID H. BOWMAN CHAS WV 25304 TOLL FREE
 Email Address: DHB722@yahoo.com FAX 925-9230

Company: Aspen 2400 Ritter Dr PHONE 304 763-4873
 Rep: Pete Bragon Daniels WV 25837 TOLL FREE
 Email Address: legskins@Aspen-golf.com FAX 304 763-4591

Date: 08/30/11

SIGN IN SHEET

DEP # 15497

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TELEPHONE & FAX
NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Stanley Industries, Inc</u>	<u>7 Maple Lake</u>	PHONE <u>304-843-8560</u>
Rep: <u>Junior Stanley</u>	<u>Bridgesport WV</u>	TOLL FREE _____
Email Address: <u>gastanley@ma.rr.com</u>	<u>26330</u>	FAX <u>304-842-8609</u>
Company: <u>Potomac Hgking Cont</u>	<u>PO Box 1064</u>	PHONE <u>304-257-1255</u>
Rep: <u>Danny Miller</u>	<u>Petersburg WV 26847</u>	TOLL FREE _____
Email Address: <u>dmliller2425@yahoo.com</u>		FAX <u>304 257 1255</u>
Company: <u>GRALAN Corp</u>	<u>10301 SR #149</u>	PHONE <u>518-7923826</u>
Rep: <u>Mike GRAY</u>	<u>Ford Ann N.Y 12827</u>	TOLL FREE _____
Email Address: <u>GRALAN Corp @ Yahoo.com</u>		FAX <u>518-745-8117</u>
Company: <u>Pro Contracting Inc</u>	<u>PO Box 2942</u>	PHONE <u>304 622-2406</u>
Rep: <u>Math Evans</u>	<u>Clarksburg, WV</u>	TOLL FREE _____
Email Address: <u>mevans4@mailcity.com</u>	<u>26263</u>	FAX <u>304 622-2410</u>
Company: <u>Sand Hill LLC</u>	<u>1190 Evansville Pike</u>	PHONE <u>304-892-2901</u>
Rep: <u>Trampus Seannings</u>	<u>Thornton, WV 26940</u>	TOLL FREE _____
Email Address: <u>Sand Hill LLC @ Hughes.net</u>		FAX <u>304 892 3333</u>

DEP # 15497

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>FEASTRAM</u>	<u>ARROW PO BOX 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Ann VANORVILLE</u>	<u>CHARLESTON WV 25341</u>	TOLL FREE <u>SE</u>
Email Address: <u>easternarrow@hotmail.com</u>		FAX <u>304-414-0256</u>
Company: <u>Breakaway Inc.</u>	<u>1075 Old Temp. Ac Rd</u>	PHONE <u>765-5317</u>
Rep: <u>Doug Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE _____
Email Address: <u>doug@breakawaywv.com</u>		FAX <u>765-5389</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: <u>WV DEP</u>	<u>_____</u>	PHONE <u>304-457-3219</u>
Rep: <u>David McCoy</u>	<u>_____</u>	TOLL FREE _____
Email Address: <u>8-30-11</u>	<u>_____</u>	FAX _____