



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
DEP15545

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

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

BID OPENING DATE: 10/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE "SQUIRREL CREEK PORTALS & REFUSE" PROJECT, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND Q/A RESULTING FROM THE 09/14/2011 MANDATORY PRE-BID MEETING.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 10/13/2011.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15545 ***** 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
Squires Creek Portals & Refuse
DEP15545

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

Questions:

- Q. Is there a disposal site for the fly ash identified in the plans?
A. The fly ash is to be incorporated into the regrading of the refuse sites and the manner of the disposition of the fly ash is indicated in the plans.
- Q. Where is the soil borrow area for covering the refuse?
A. There are two soil borrow areas located within the construction limits identified on the plans. These areas are available for soil material in addition to soil material obtained in conjunction with clearing and grubbing operations, regrading and/or drainage feature and other planned excavations.
- Q. Is there a problem with transferring material (fly ash) from one property to another property?
A. No.
- Q. Is the fly ash required to be removed and transported to the other site?
A. Yes.
- Q. Is the 3000 c.y. of fly ash included in the quantity provided on the bid schedule for "Unclassified Excavation"?
A. Yes, as well as the quantity of soil material excavation anticipated from the soil borrow areas needed to cover the area of exposed refuse after final regrading with 1' of soil.
- Q. Is additional sediment control needed for the area of regraded refuse covered with erosion control matting?
A. No, the erosion control matting is the sediment control for this area.
- Q. Is the site balanced?
A. The regrading depicted on the construction plans provides a balanced cut and fill earthwork construction project.
- Q. Are the stabilized construction entrances shown on the plans?
A. Yes.

Squires Creek Refuse & Portals Project
DEP15545
Addendum #1
Page Two

- Q. Is there a bid item provided for silt fence?
A. Bid Item 5.1, "Sediment Control Barrier" is the inclusive term for both silt fence and super silt fence. There is no distinction between the two concerning the unit price bid. However, it should be noted that there are no locations for the installation of silt fence indicated on the plan drawings, only super silt fence. If additional locations for the installation of sediment control barrier are identified during construction, the use of silt fence may be approved by the WVDEP at the unit price already established for sediment control barrier.
- Q. Has the fly ash been tested?
A. The fly ash is already existing on-site and no additional fly ash is proposed to be imported. The existing on-site fly ash was tested by the other agencies that imported the fly ash to the site.
- Q. Is the material generated from clearing and grubbing operations required to be burned, and if so, are burning permits required?
A. Yes, and the standard timber specification applies to the clearing and grubbing.
- Q. Is the backfilling of the highwall continuous throughout its length?
A. No, there is a break in the backfilling for a short section of the highwall.

The Contractor shall have 150 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 150 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Squires CK PR DEP
 Request for Proposal No. 15545

SIGN IN SHEET
 PLEASE PRINT

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: EASTERN ARROW Rep: Ann Warshaw Email Address: easternarrow@hotmail.com	PO Box 4108 WARREN TOWN VA 25364	PHONE 304-414-0255 TOLL FREE FAX 0256
Company: Green Mountain Rep: Harrison Bowman Email Address: DHD722@yahoo.com	511 50th St. Charleston WV 25304	PHONE 304-925-0253 TOLL FREE FAX 304-925-9280
Company: Coccolitup Inc Rep: Beraic Stuart Email Address:	PO Box 243 Simpson WV 26435	PHONE 304 739-4397 TOLL FREE FAX 304 739-4401
Company: Solid Rock Ex. Inc Rep: Ty Martin Email Address: Solid-rock@frontier.net	3106 Hudson Rd Albright, WV 26519	PHONE 304-379-9502 TOLL FREE FAX 304-379-4969
Company: Barnes Ex. Inc. Rep: Robert Barnes Email Address: BarnesEXC@AOL.COM	P.O. Box 13384 Sissonville WV. 25360	PHONE 304-984-1725 TOLL FREE FAX 304-984-0074

SQUIRES CK P & R

SIGN IN SHEET

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Request for Proposal No. DEP 15545

PLEASE PRINT

Date: 9/14/11

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: J F ALLEN	PO Box 2049	PHONE 304 472 8890
Rep: JAMES ALLEN	13x Kannon W	TOLL FREE 304 472 88
Email Address: JAMES.ALLEN@FAIKM.CO.COM	26201	FAX 304 472 8897
Company: DE I SHARES	PO Box 1259	PHONE 304 - 872- 8388
Rep: Robert Confecher	One Sky Way 2880	TOLL FREE
Email Address: Bob.Confecher@gmail.com		FAX 304 - 323- 3037
Company: Stanley Industries, Inc		PHONE 304-842-8560
Rep: Junior Stanley		TOLL FREE
Email Address: jstanley@ma.rv.com		FAX 304-842-8808
Company: CHARLES E. BOLYARD & SON INC	125 EAST HENRY ST,	PHONE 304-329-1330
Rep: BELL BOLYARD	KINGWOOD WV 26537	TOLL FREE
Email Address: cebsinc@frontier.com		FAX 304-329-1571
Company: Thrasher Engineering	8000 Thrasher Center	PHONE 301-334-3866
Rep: April Rohrbough, Chad Biller, Oakland, MD 21550		TOLL FREE
Email Address: arrohrbaugh@thrashereng.com		FAX 301-334-4020

SQUIRES CK PTR

SIGN IN SHEET

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Utilities Forestry Services, Inc.</u>	<u>P.O. Box 1027</u>	PHONE <u>412-871-0072</u>
Rep: <u>Don Klendt</u>	<u>Clearfield, PA. 16836</u>	TOLL FREE <u>1-800-895-9186</u>
Email Address: _____	_____	FAX <u>814-765-3698</u>
Company: <u>GREEN RIVER GROUP</u>	_____	PHONE <u>304-594-3991</u>
Rep: <u>R. Scott Krabill</u>	_____	TOLL FREE _____
Email Address: <u>SCALBERTG@AOL.COM</u>	_____	FAX _____
Company: <u>Aspen</u>	<u>Ritter Drive</u>	PHONE <u>304 763 - 4573</u>
Rep: <u>Pete Brogan</u>	<u>Danichs Way</u>	TOLL FREE _____
Email Address: <u>Brogan4352@yahoo</u>	_____	FAX <u>304763 - 4571</u>
Company: <u>Breakaway Inc.</u>	<u>1075 Old Turnpike Rd</u>	PHONE <u>765-5317</u>
Rep: <u>Doug Vincent, Don Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE _____
Email Address: _____	_____	FAX <u>765-5389</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____