



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
DEP15573

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
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/18/2011				

BID OPENING DATE: 09/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
***** ADDENDUM ISSUED FOR THE ROYAL SCOT MINERALS PROJECT IN GREENBRIER CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/14/2011. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 09/22/2011 AT 1:30 PM. ***** NO OTHER CHANGES ***** ***** RECLAMATION: RESTORATION OF LAND						

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

DEP15573

ROYAL SCOT 31 72 PRE-BID CONFERENCE 09/14/11

Addendum No. 1

CLARIFYING DISCUSSIONS

- 1) Low bidder will be expected to have their bonds submitted within three(3) days of notification.
- 2) Length of performance period shall be ninety (90) days.
- 3) Access through the site shall be maintained at all times to accommodate daily water monitoring by WV DEP personnel and frequent deliveries of water treatment chemicals as necessary.
- 4) The Bucklilly refuse disposal pile shall be regraded and access road to pile shall be reconstructed by mining operator. However maintenance of access road though the entire project shall be the responsibility of the contractor.
- 5) This project is a joint reclamation effort between the Office of Special Reclamation and the mining operator. Therefore a notice to proceed cannot be issued until site preparation for sludge disposal is completed by the mining operator.

QUESTIONS AND ANSWERS (Asked at Pre-Bid)

Question 1) Where are the ponds that we need to pump to in order to dewater the pond?

Answer: The treatment ponds are located in the next hollow. Water will be directed to the "reddish" pond.

Question 2) Do we pump water down the ditch line?

Answer: Yes. Pump into the ditch line.

Question 3) If Site B is needed, whose responsibility is it for the preparation of the sludge storage areas?

Answer: If Site B is needed, it will be the mining operator's responsibility to prepare the sludge storage areas.

Question 4) If we run out of room here (Site A), how long will we have to sit before Site B is ready to use?

Answer: Hopefully we will have enough heads up to see if you run out of room or not so that contractor is not held up.

Question 5) Could you elaborate more on how you arrived at the yardage you projected would come out of this pond?

Answer: The mining operator dug test pits in the Intersection Pond to come up with a rough yardage. Our estimate was based on the deepest point, about 25 feet.

QUESTIONS AND ANSWERS (Received 09-15-11)

Question 1) Reference is made that the "Contractor shall survey cross-sections and/or profiles in areas of on-site and off-site excavation areas". I am aware of the on-site excavation area but where is the off-site excavation area?

Answer: There is no off-site excavation that the contractor is responsible for.

Question 2) Concerning cross-sections: What intervals are required for the baseline stations and shots along the cross-sections?

Answer: Fifty (50) foot stations and fifty (50) foot along cross-sections.

Question 3) Has a baseline been established on site?

Answer: No.

Question 4) Is the horizontal and vertical control provided on site?

Answer: No, contractor shall be responsible for establishing vertical and horizontal control. A minimum of two (2) reference points shall be located in areas that are outside of possible disturbed areas.

Question 5) What are the horizontal and vertical datum's required for this project?

Answer: NAD 27 or NAD 83

SIGN IN SHEET

Request for Proposal No. DEP15573

PLEASE PRINT

ROYAL SCOT MINERALS, INC. (31-72)

Date: Sept. 14, 2011

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

TELEPHONE & FAX NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

Company:	<u>Eastern Arrow</u>	PHONE	<u>304 414 0255</u>
Rep:	<u>Tom R Standley</u>	TOLL FREE	
Email Address:	<u>Charleston WV</u>	FAX	
Company:	<u>Aspen Corporation</u>	PHONE	<u>304-763-4573</u>
Rep:	<u>Joe Kubin</u>	TOLL FREE	
Email Address:	<u>jkubin@aspen-golf.com</u>	FAX	
Company:	<u>RBS, INC</u>	PHONE	<u>304-497-3800</u>
Rep:	<u>JK ROSE</u>	TOLL FREE	
Email Address:	<u>UNIONCONCRETE@FRONTIER.NET.NET</u>	FAX	<u>304-497-3802</u>
Company:	<u>DCI SHARES INC</u>	PHONE	<u>3043231996</u>
Rep:	<u>Michael Gates</u>	TOLL FREE	
Email Address:	<u>RobertDeeb@dcishares.com</u>	FAX	<u>304 323 3037</u>
Company:	<u>Pinedale Paving & Exc. Inc</u>	PHONE	<u>304 732-8303</u>
Rep:	<u>Mike BRADFORD</u>	TOLL FREE	
Email Address:	<u>Tony PPI@aol.com</u>	FAX	<u>304 732 7855</u>

Date: Sept. 14, 2011

SIGN IN SHEET

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ROYAL SCOT MINERALS, INC. (31-72)

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>Hunter Excavating LLC</u>	<u>4c73 Box 165</u>	<u>304-673-1396</u>	
Rep: <u>Jeremy I Hunter</u>	<u>Pence Springs WV 24962</u>		
Email Address: <u>Jeremy.hunter56@gmail.com</u>			
Company: <u>Main Street Builder LLC</u>	<u>PO Box 309</u>	<u>304-920-2669</u>	
Rep: <u>Rusty Sarver</u>	<u>Princeton WV 24740</u>		
Email Address: <u>RustySarver@gmail.com</u>		<u>304-425-2171</u>	
Company: <u>Greenbrier Smokeless Coal LLC</u>	<u>P.O. Box 0</u>	<u>304-392-1000</u>	
Rep: <u>Larry Emerson</u>	<u>Rupect, WV 25984</u>		
Email Address: <u>lemerson@greenbriersmokelesscoal.com</u>		<u>304-392-9000</u>	
Company: <u>Green Mt Co</u>	<u>511 50th St</u>	<u>304-925-0253</u>	
Rep: <u>Rod Clay</u>	<u>Chamberlaine WV</u>		
Email Address: <u>brtk16@att.net</u>	<u>25304</u>	<u>304-925-9230</u>	
Company:		PHONE TOLL FREE	FAX
Rep:			
Email Address:			