



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
DEP15579

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
10/11/2011				

BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM #01 ----- ADDENDUM ISSUED FOR THE EARLING REFUSE PILE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/27/2011 BID OPENING DATE & TIME REMAIN UNCHANGED AS 10/27/2011 ----- NO OTHER CHANGES -----						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

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).

DEP15579
Earling Refuse Pile
Addendum #1

- Item 1: The Contractor shall have 210 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 210 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.
- Item 2: Q - What size pipe is specified for the underdrains, 8" or 12"? (Specs. said one size, and drawings showed a different size.)
A - Twelve inches (12"). The specifications for underdrains (Section 10.0) should be changed to 12" pipe.
- Item 3: Q - What size rock is required for the conveyance channel?
A - AML standard of $D_{50} = 12"$.
- Item 4: Q - Is stone type specified? (Calcareous vs. Non-calcareous.)
A - Channel stone can be either. Drainage uses (underdrains /mine seals) is non-calcareous. (See Specifications sections 7.2.1, 9.2.2 and 10.2.2.)
- Item 5: Clarification: - On Sheet E-E27, on the Bat Gate Horizontal Bar Detail, the dimension between horizontal bars is 5.75 inches. (The drawing is correct).
- Item 6: Revision: - Revegetation is per plan view acre.
- Item 7: Revision: - Soil placement is per plan view acre.
- Item 8: Revision: Sheet E-E17 - The concrete remains in the ravine between portals (nearest the house) are not required to be removed. The structure by portals M and N does need to be removed.
- Item 9: Q - How many portals are here? (Area near house.)
A - The area on Sheet E-E17 shows six (6) portals. Eight (8) additional portals are on other sheets of the project.
- Item 10: Q - How many bat gates are required?
A - Seven. The chart on each sheet lists which portals require which type of mine seal. The specifications and bid sheets list seven (7) bat gates and seven (7) wet seals.
- Item 11: Clarification: - Contractor will not be required to remove brush that is created by the excavation (by another contractor) for the tailings pond being constructed.

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- Item 12: Clarification: On Sheet E-E14, Regarding scattered refuse. Most of the scattered refuse will also need to be cleared and grubbed, and is included in the 5 acres of revegetation.
- Item 13: Q - Will access be maintained around the pond being constructed?
A - It is anticipated that access will be maintained by the current owners/lessees of the property.
- Item 14: Q - What size pipe is required for the bat gates?
A - The chart on Sheet E-E27 specifies circular 48" HDPE culverts. (Standard AML detail.)
- Item 15: Q - Where is the mine equipment?
A - It is below the road where indicated on Sheet E-E14. The coal hopper has been partially removed. However, what remains of the coal hopper and/or foundation still needs to be removed.
- Item 16: Revision - Sheet E-E14 - The two concrete pads shown on the western edge of the sheet have been removed.
- Item 17: On all portals, areas that are graded need to establish positive drainage.
- Item 18: Q - Are there survey control points?
A - Yes, they are on the drawings. See note on Sheet E-E2 regarding survey points.
- Item 19: Q - Does the access road need to be upgraded?
A - Access on most of the project is by using an existing permitted haul road. There is not an intention to upgrade this road, but it must be maintained to WVDEP-DMR, and MSHA requirements.

SIGN IN SHEET

Request for Proposal No. DEP15579

PLEASE PRINT

Date: September 27, 2011

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

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company:	<u>Cow Girl up INC</u>	<u>PO Box 243 Simpson WV 26435</u>	PHONE	<u>304-739-4397</u>
Rep:	<u>Mark Sheffer</u>		TOLL FREE	
Email Address:	<u>SW_Cowgirlup@earthlink.net</u>		FAX	<u>304 739-4401</u>
Company:	<u>Pineville Paving & Exc. Inc</u>	<u>Box 1250 Pineville WV</u>	PHONE	<u>304 732-8303</u>
Rep:	<u>MIKE BRADFORD</u>		TOLL FREE	
Email Address:			FAX	<u>304 732-7855</u>
Company:	<u>GOPHER LAND SERVICES</u>	<u>P.O. Box 194 BEAVER WV 25803</u>	PHONE	<u>304 860 1909</u>
Rep:	<u>MIKE ROSE</u>		TOLL FREE	
Email Address:	<u>mrose@ suddenlink.net</u>		FAX	<u>304 860 1909</u>
Company:	<u>Carpenter Reclamation INC</u>	<u>Po Box 13015 Sissonville WV 25860</u>	PHONE	<u>304-984-1115</u>
Rep:	<u>Randy Carpenter</u>		TOLL FREE	
Email Address:	<u>Rcorpor@aol.com</u>		FAX	<u>984-2770</u>
Company:	<u>GREEN MAINTAIN COMPANY</u>	<u>511 50th ST</u>	PHONE	<u>364-925 0253</u>
Rep:	<u>DAVID H. BOWMAN</u>	<u>CHAS WV</u>	TOLL FREE	<u>9280</u>
Email Address:	<u>DHB 722C@kgc.com</u>		FAX	<u>9280</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WUDEP-AML</u>	<u>Charleston, WV</u>	PHONE <u>304-926-0499</u>
Rep: <u>Roger Earle</u>		TOLL FREE
Email Address: <u>ROGER.A.EARLE@WV.GOV</u>		FAX <u>304-926-0458</u>
Company: <u>EAGLE EXCAVATION INC P.O. BOX 218</u>		PHONE <u>(304) 372-4378</u>
Rep: <u>GEORGE FRESHOUR</u>	<u>KENNA, WINDSBOROUGH</u>	TOLL FREE
Email Address: <u>WONK</u>		FAX <u>(304) 372-4378</u>
Company: <u>FEASTERN ARROW</u>	<u>PO BOX 4108 CHARLESTON WV</u>	PHONE <u>304-414-0255</u>
Rep: <u>ANN VARONARRE</u>		TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>		FAX <u>25364</u>
Company: <u>BARNES EXC. INC</u>	<u>P.O. Box 13384</u>	PHONE <u>304-984-1725</u>
Rep: <u>Robert Barnes</u>	<u>Sissonville WV 25360</u>	TOLL FREE
Email Address: <u>BARNES EXC @ AOL.COM</u>		FAX <u>304-984-0074</u>
Company: <u>Thaxton Cont Co Inc</u>		PHONE <u>304 984 2299</u>
Rep: <u>Dale Thaxton</u>		TOLL FREE
Email Address: <u>PO Box 13299 Charleston WV 25360</u>		FAX <u>304 984 2334</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Breakaway Inc.	1075 Old Farmpike Rd	PHONE 765-5317
Rep: Doug Vincent	Sutton WV 26601	TOLL FREE
Email Address: doug@breakaway.wv.com		FAX 765-5389
Company: Aspen Corporation	2400 Ritter Drive	PHONE 304-763-4573
Rep: Ashley Adkins	Daniels WV 25832	TOLL FREE
Email Address: jadkins@aspen-golf.com		FAX 304-763-4571
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX