



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  
 DEP14874

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED 12/28/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENUM ISSUED FOR THE MT HOPE SLOPE & AIRSHAFT PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND REVISED DRAWING #3, RESULTING FROM THE MANDATORY PRE-BID MEETING OF 12/18/2009.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 01/26/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001		JB		962-73		
	1					
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14874 ***** 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](http://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.

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**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).

Req # DEP 14874  
Mt Hope Slope and Airshaft  
Addendum #1

Page 1 of 1

## REVISIONS TO SPECIFICATIONS

ARTICLE II – BIDDING INFORMATION: Add “The Contractor shall have 90 calendar days from the Notice to Proceed date to complete the construction.”

Specification 4.1 – Second paragraph – Delete first sentence “This work shall also include the complete demolition and removal of all abandoned mining structures and materials on the site within the construction limits and as indicated on the drawings.”

Specification 8.1 – First paragraph – Delete second sentence “This work shall also include the regrading of subsidence cracks and regrading of access roads from drilling activities.”

## DRAWINGS

Replace Sheet 3 of 4 “RECLAMATION PLAN AND TAX MAP” with the revised and attached Sheet 3 of 4 “RECLAMATION PLAN AND TAX MAP, ADDENDUM #1.”

## QUESTIONS AND ANSWERS

Q: Does the mine opening go all the way across the road?

A: It is assumed that the opening does go the total width of the highway.

Q: How thick is the mine opening?

A: The total thickness is unknown.

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

## PRINT LEGIBLY

RFQ # : DEP14874  
Project: Mt Hope slope & Airshaft

Bid Date: 1/26/10  
Pre-Bid Date: 12/18/09

Name : DENNIS C. ELBON  
Company: COWGIRL WP INC  
Address: P O Box 243  
SIMPSON, WV 26435  
Phone #: 304-739-4377  
Fax #: 304-739-4401  
Email : DCO - COWGIRL@GENTLEMAN.NET

Name : GARY LONG  
Company: McGirt & Son Const.  
Address: 2790 Centralia Rd  
Sutton WV 26601  
Phone#: 304 765-5288  
Fax #: 304 765-5293  
Email : \_\_\_\_\_

Name : Mark Masella  
Company: F.C & Sons Excavating  
Address: PO Box 73 Caldwell WV 24925  
Phone #: 304-646-4297  
Fax #: 304-645-5396  
Email : m.masella@maibb.com

Name : DAVID H BOWMAN  
Company: Green Mountain Co  
Address: 511 50th St. EET  
UNAS WV  
25304  
Phone#: 304 925 0253  
Fax #: 925 9230  
Email : Joey Moye AOL COM

Name : Ben Newbill  
Company: Simon & Associates, Inc  
Address: 3200 Commerce St  
Blacksburg, VA 24060  
Phone #: 540-951-4234  
Fax #: 540-951-4219  
Email : newbillcb@simonassoc.com

Name : KEES BOLEN  
Company: ASPEN CORPORATION  
Address: 2400 RITER DR.  
DANIELS WV 25832  
Phone#: 304-763-4573  
Fax #: 304-763-4591  
Email : lboolen@aspengolf.com

Name : Wiseman Excavating (Lloyd McCarty)  
Company: Wiseman Excavating  
Address: Rt 1 Box 190 Liberty WV 25124  
586-3736-541-6605  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Brian Heard  
Company: Breakaway Const  
Address: 1075 old turnpike Rd.  
Sutton WV 26601  
Phone#: 304-765-5317  
Fax #: 304-765-5317  
Email : \_\_\_\_\_

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

## PRINT LEGIBLY

RFQ # : DEP14874  
 Project: Mt Hope Stage 3 Airshaft

Bid Date: 1/26/10  
 Pre-Bid Date: 12/18/09

Name : Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: PO Box 13015  
Greenville, WV  
25360  
 Phone #: 304-984-1115  
 Fax #: 984-2770  
 Email : Rcarpen103@aol.com

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
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