



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

Request for Quotation

RFO NUMBER
 DEP15059

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/23/2011				

BID OPENING DATE: 06/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BELVA COAL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 05/11/2011.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/08/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001		JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15059 ***** TOTAL:						

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. 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).

Belva Coal Co
Permit No: S-41-80
Requisition Number: DEP 15059

QUESTIONS AND ANSWERS AT PRE-BID

Q: Will access roads be reseeded?

A: Yes

Q: Do we have any test results on the water in the ponds?

A: Field samples were all good quality. We do not have any water treatment plans for this project.

Q: On the slip repair, do we have a detail on this?

A: Yes, it's in the package, but you should look at it on the ground.

Q: The road we just drove over, what do we do with it? (reclamation related)

A: Re-vegetate it and put in water bars (where needed). Need to grade it to be able to drive over.

Q: How many ponds have water in them?

A: 5

Q: Is the water good quality?

A: Yes, but test when you pump them out, and watch for lots of mud and silt.

Q: Does pond #5 have water in it?

A: Yes, it has the most of all of them.

Q: (pond #2) Does the rip-rap channel put in after the slip repair have to be all the way to the top?

A: No, just enough to pick up any runoff.

Q: So, all we have to do is pump the water out and backfill? (pond #2)

A: Yes, and put the channel in. The sediment has to be dry before regrade.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15059
 Project: Belva Coal Company S-41-80

Bid Date: 6/8/11
 Pre-Bid Date: 5/11/11

Name : David H. Bowman
 Company: Green Mountain Co
 Address: 511 50th Street
Chas WV 25304

Phone #: 304 925 0253
 Fax # : 925 9230
 Email : DHB 722c@yahoo.com

Name : BRAD WISEMAN
 Company: WISEMAN EXCAVATING
 Address: RTL Box 190 Liberty WV
25124

Phone #: 304-586-3736
 Fax # : 304-586-3789
 Email : _____

Name : DENNIS C. ELBOW
 Company: COUGIRLUP INC
 Address: P O Box 249
SIMPSON WV 26435

Phone #: 304-739-4397
 Fax # : 304-739-4401
 Email : DCE_COUGIRLUP@EARTHINK.NET

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. BOX 218
KENNA WV
25248

Phone #: (304) 372-4378
 Fax # : (304) 372-4378
 Email : ADW@

Name : Robert Barnes
 Company: BARNES EXC INC
 Address: P.O. Box 13384
Sissonville
WV 25360

Phone #: 304-984-1725
 Fax # : 304-984-0074
 Email : BARNES EXC@AOL.COM

Name : Ann Wansworth
 Company: EASTERN ARROW
 Address: PO Box 4108
CHARLESTON WV
25364

Phone #: 304 414 0255
 Fax # : 0256
 Email : easternarrow@hotmail

Name : ALLEN MURDOCK
 Company: Boman Construction Supplies
 Address: Po Box 10 Prociouss
WV 25164

Phone #: 304 548-7004
 Fax # : 304 548-7133
 Email : _____

Name : MIKE BRADFORD
 Company: Pineville Painting & Exc. Inc
 Address: Box 1290
Pineville, W.V. 24874

Phone #: 304 732-8303
 Fax # : 304 732 7855
 Email : TONY PPF@aol

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15059
Project: Belva Coal Company 5-41-80

Bid Date: 6/8/11
Pre-Bid Date: 5/11/11

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13015
Missoula, WY
25360
Phone #: 304-984-1115
Fax #: 984-2776
Email : R.Carpenter@32401.com

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : Derrick Sears
Company: FOSTER SUPPLY
Address: PO Box 488
South Depot WY 25500
Phone #: 304-553-6565
Fax #: 304-755-9280
Email : dsears@fostersupply.com

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
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