



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
DEP15111

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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	FOB	FREIGHT TERMS
09/08/2010				

BID OPENING DATE: 09/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE POCAHONTAS RESOURCES PROJECT NEAR CAMDEN ON GAULEY, WV, IN NICHOLAS CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 08/31/10.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 09/23/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP15111 ***** 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).

DEP15111

Pocahontas Resources, Inc.

Permit Number: S-3012-92

Pre-Bid Conference

August 31, 2010

Addendum Number One (1)

Questions and Answers

Q1. Referring to area where slope will be reduced. The fence line is the construction limit in this area?

A1. Yes, the old fence line is the end of the project in this area.

Q2. Referring to the slope to be reduced. The bottom where the toe is now, that is where you want the toe after construction?

A2. You may extend into the bottom, but you must leave the drainage open. You may have to work some of the material back above the slope. If you want to kick the toe out, you will have to put filter cloth over the existing rock drain at your expense prior to filling over it.

Q3. Referring to surveying and construction layout. Are there any control points here for surveying or layout?

A3. No, you can just reference known features, there is a rock cliff you can put a tack in, we need about three points referenced, and then we will overlay your survey with the permit map. We want the reference points left where they will not be knocked out, so that we can come back and check it if we desire.

Q4. Referring to the area above the highwall remnants. Do you know if this is original ground?

A4. We do not know, it appears to be original ground because you have bedrock. They may have skinned material off, but we believe the cut is out in front of the highwall remnants.

Q5. Referring to the elimination of highwall remnants. Where will the slope start here?

A5. Wherever you want to start it. You must eliminate the highwall remnants and you must guarantee it for one year. If you bring material down over from the top, the slopes must be 2 horizontal to 1 vertical. If you bring material up, you must eliminate the highwall remnants, but you may stay with the current slope.

Q6. Referring to bare rocks. We only have to place soil on the rock areas?

A6. We suggest utilizing soil in any area necessary for seed bed preparation, because you are responsible for revegetation. We are putting adequate seed, fertilizer, and 5 tons of lime per acre.

Q7. Referring to bare area adjacent to access road. Are we going to do anything with this bank?

A7. You will revegetate it and you will need to divert the water so that you do not have an erosion gully.

Q8. Referring to the loader adjacent to Sediment Ditch 4. Is the loader part of debris removal?

A8. If it is here when construction starts, then you have to dispose of it. Do not put any money in it for scrap because it may not be here.

Q9. Referring to sediment control. Your wattles and haybales, how are those to be put in?

A9. You go by the wattle specifications. Required spacing is detailed in the specifications. You will have multiple wattles on slopes.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

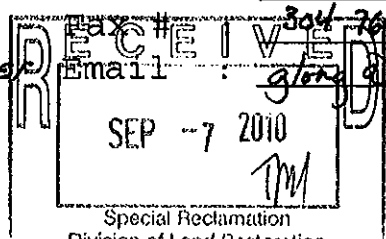
RFQ # : DEP15111 Bid Date: 09-23-10
Project: Pocahontas Resources, Inc. Pre-Bid Date: 08-31-10
Permit Number(s): S-3012-92

Name : DAVID H. BOWMAN Name : JAMES ALLEN
Company: Green Mountain Co Company: JF ALLEN CO
Address: 511 50th Street Address: PO Box 2049
Chas. WV 25304 Buckhannon WV 26201
Phone #: 304 925 0253 Phone #: 304 472 8890
Fax #: 304 925 9230 Fax #: 304 472 8897
Email: Jody_May@AOL.COM Email: JAMES.ALLEN@JFALLENCO.COM

Name : Roger L. Collins Jr. Name : LES BOLEN
Company: Collins Building & Contracting Inc. Company: ASPEN CORP.
Address: 3406 Corley-Corran Rd Address: 2400 RITTER DR.
Flatwoods, WV DANIELS WV
26621 25832
Phone #: 304-765-3521 Phone #: 304-763-4573
Fax #: 304-765-3521 Fax #: 304-763-4591
Email: CollinsBuilding@Nugheer.net Email: aspenestimator@yahoo.com

Name : Robert BAINES Name : Tonya Vincent
Company: BAINES EXC. INC. Company: Breakaway, Inc.
Address: P.O. Box 13384 Address: 1075 Old Turnpike Rd.
Sissonville WV. 25360 Sutton, WV 26601
Phone #: 304-984-1725 Phone #: 304-765-5317
Fax #: 304-984-0074 Fax #: 304-765-5389
Email: BAINES@AOL.COM Email: tonya@breakawaywv.com

Name : DENNIS G. ELBORN Name : GARY LONG
Company: COMSIAL HP INC Company: McCurt & Son Const.
Address: P O Box 243 Address: 2790 Centralia Rd
SIMPSON, WV 26405 Sutton WV 26601
Phone #: 304-739-4397 Phone #: 304 765-5288
Fax #: 304-739-4401 Fax #: 304 765-5293
Email: DCE-COMSIAL HP & CARPENTRY, NEB Email: glong@wvfire.com



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15111

Bid Date: 09-23-10

Project: Pocahontas Resources, Inc. Pre-Bid Date: 08-31-10

Permit Number(s): S-3012-92

Name : MIKE SAYRE
Company: EASTERN ARROW Inc
Address: PO Bx 4108
Charleston WV 25364

Phone #: 304 414 0255
Fax #: 304 414 0256
Email : EasternArrow@hotmail.com

~~Name : _____
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