



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
 DEP15165

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
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2010				

BID OPENING DATE: 10/21/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
ADDENDUM NO. 1 ADDENDUM ISSUED FOR THE MASTELLER COAL CO. PROJECT IN MINERAL CO., WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE ATTACHED SKETCH RESULTING FROM THE MANDATORY ON-SITE PREBID ON 09/30/2010. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 10/21/10 AT 1:30 PM. NO OTHER CHANGES						
RECLAMATION: RESTORATION OF LAND						

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).

DEP15165
Addendum No. 1

In the attached detail drawing of "Sediment Control Sump" shall be added to the bid package.

Pre-Bid Conference
9/30/10
Questions and Answers

Q1. Referring to materials inside of buildings to be left in place. What do we do with junk and debris in the buildings?

A1. You do not bother anything inside of the buildings to be left in place.

Q2. Referring to materials inside of buildings to be left in place. What if the materials are brought outside of the buildings prior to our starting construction?

A2. If it is brought outside, you will have to clean it up and dispose of it.

Q3. Referring to outslopes to be regraded. Is the outslope down here with the trees on it to be regraded?

A3. Only in limited areas that will be identified, that we will show you as we walk by them.

Q4. Referring to Access Road B. Is this the road that has the big equipment tire on it to be removed?

A4. Yes, you will probably want to remove that tire by coming in on the upper end where it joins the county road.

Q5. Referring to Ditch 2. Is there a culvert under the railroad siding, that Ditch 2 will go into?

A5. No, Ditch 2 will go all the way across the railroad siding.

Q6. Referring to the Safety/Training Building. Does that building come down?

A6. No, the building stays in place.

Q7. Referring to Access Road A. Are you putting any stone on this road?

A7. Yes, we have 250 tons of stone that upon completion of reclamation, will be used to touch up the road. If you have rutted it out, you will have to regrade and recompact the road.

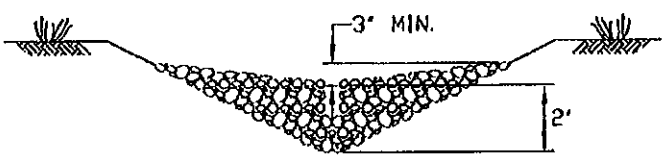
Q8. Referring to black material on Access Road A. What do you do with the black material on the road?

A8. You leave it on the road. Outside of road width will have to be regraded and have sufficient soil material placed on it.

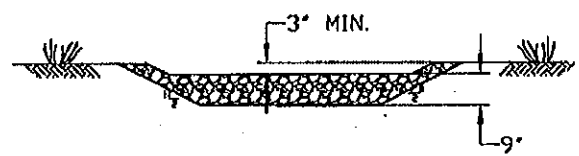
Q9. Referring to cut stone wall along railroad siding. Did you say that the cut stone could stay in place?

A9. Yes, if you get the debris cleaned up and regraded down to the top of the cut stone, it can stay, but all concrete foundations and reinforcing steel has to be removed and disposed of.

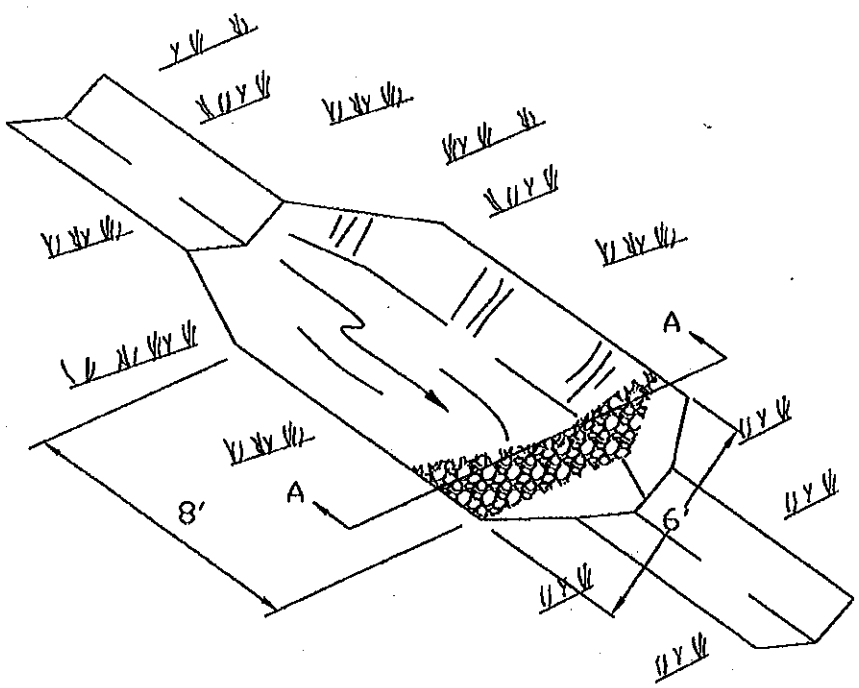
BUYER CB-23	REQ. or P.O. No. DEP 15165
SEDIMENT CONTROL SUMP	



SECTION A-A



SECTION A-A



NOTE:
THE SUMP MUST BE CLEANED WHEN 60% FULL.
ROCK OR HAYBALES SHALL BE PLACED AT SUMP OUTLET.
THE MINIMUM DITCH DEPTH IS 1.0', AND THE MINIMUM SUMP DEPTH IS 4.0'.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15165
 Project: The Masteller Company
 Permit Number(s): P-741

Bid Date: 10-21-10
 Pre-Bid Date: 9-30-10

Name : Don Wendt
 Company: Uhlir's Excavation Services
 Address: P.O. Box 1024
Clearfield, PA 16830

Phone #: 412-871-0372
 Fax #: 814-765-5698
 Email : _____

Name : JANIE Pretzel
 Company: JL Pretzel Contracting LLC
 Address: 274 Hawthorn Dr.
Bruceston Mills WV 26525

Phone #: 304-379-7789
 Fax #: 304-379-7788
 Email : prtzeo@aol.com

Name : Charlene Pretzel
 Company: UP Contracting LLC
 Address: 10754 N. Preston Hwy
Bruceston Mills WV
26525

Phone #: 304-379-7789
 Fax #: 304-379-7788
 Email : cpretzel@aol.com

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO.
 Address: 511 50th STREET
CHARLESTON WV
26304

Phone #: 304 925 0253
 Fax #: 304 925 9230
 Email : Sody May@aol.com

Name : Scott Broschart
 Company: J.F. Allen Co.
 Address: P.O. Box 2049
Buckhannon WV 26201

Phone #: 304-472-8890
 Fax #: 304-472-8897
 Email : Sbroschart@JFallenCo.com

Name : DENNIS C. GARDNER
 Company: CONCRETE HP INC
 Address: PO Box 245
SIMPSON WV 26435

Phone #: 304-759-4597
 Fax #: 304-739-4401
 Email : DCE-CONCRETE@GARDNERINC.NET

Name : Gary Long
 Company: McCourt's Son Construction
 Address: 2790 Centralia Rd
Sutton WV 26601

Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email : glong@wirefire.com

Name : Chris Szabo
 Company: Pro Contracting Inc
 Address: PO Box 2442
Clarksburg WV 26301

Phone #: 304-622-2400
 Fax #: 304-622-2410
 Email : PROCON-SISA@M9.RR.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15165
Project: The Masteller Company
Permit Number(s): P-741

Bid Date: 10-21-10
Pre-Bid Date: 9-30-10

Name : Ashley Adkins
Company: Aspen Corporation
Address: 2400 Ritter Drive
Daniels WV 25832

Phone #: 304-763-4573
Fax #: 304-763-4591
Email : jadkins@aspen-golf.com

Name : Cira and Associates Consulting
Company: C.J. Cira
Address: 110 Forest Drive
Morgantown, WV 26505

Phone #: (304) 692-2923
Fax #: (304) 241-5078
Email : cjcc@ciriconsulting.com

~~Name : _____
Company: _____
Address: _____

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