



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
 DEP15346

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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 LO-MING COAL CORP. PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 05/04/11.		
				BID OPENING DATE AND TIME HAVE BEEN EXTENDED FROM 06/01/11 TO 06/08/11 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND		
				***** THIS IS THE END OF RFQ DEP15346 *****	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).

Lo-Ming Coal Corp
Permit No: U-5049-87
Requisition Number: DEP 15346

QUESTIONS AND ANSWERS AT PRE-BID

- Q. The buttress doesn't go up to second mines?
A. Buttress covers only lower deep mine. Remainder of backfill is from the spoil pile
- Q. Is there no approved on-site borrow are for rock?
A. We would rather you not go off permit area and generate borrow areas, blast too close to road, etc. Prefer to have the quality stone which we want.
- Q. This needs to be commercial stone?
A. Yes.
- Q. How much water is backed up now? How deep is the mine?
A. A lot of water. Detailed mine info isn't available.

NOTE: In answer to the question about the existing mine pool, evaluation based on limited information indicates that the greater portion of the existing pool dips away from the portals at the worksite. A small localized pool does appear to exist laying just in behind the portal area. This area appears to be no more than approximately 10 breaks in at maximum extent. Historical sampling information indicates that the mine site produces no measurable discharge during summer and fall months.

- Q. Is the water good?
A. Good now, but gets iron off the roof, so needs to stay off roof, need to monitor constantly.

Comment: Road is to remain open throughout project.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15346
Project: Lo-Ming Coal Corp. U-5049-87

Bid Date: 6/1/11
Pre-Bid Date: 5/4/11

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO.
Address: 511 50th STREET
Chas. WV 25304

Phone #: 304-925-0253
Fax #: 925-9230
Email : DHB722C@yahoo.com

Name : Ann Harowitz
Company: EASTERN ARROW
Address: PO BOX 4108
CHARLESTON WV
25366

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

Name : DENNIS C. ELBOW
Company: COWGIRL WP INC
Address: PO Box 243
SIMPSON, WV 26435

Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DCE_COWGIRLWP@EARTHLINK.NET

Name : Randy Carpenter
Company: Carpenter Reclamation, Inc
Address: PO BX 13015
SISSONVILLE
WV 25360

Phone#: 304 984-1115
Fax #: 984-2770
Email : RCarpent103@aol.com

Name : MIKE JONES
Company: Beront Const
Address: PO box 10
PRECIOUS WV
25164

Phone #: 304-548-7004
Fax #: 304-548-7133
Email : berontconst@yahoo.com

Name : Kevin D Bradford
Company: Pineville Paving & Excavating, Inc
Address: P.O. Box 1290
Pineville WV 24874

Phone#: 304-732-8334
Fax #: 304-732-7855
Email : KDBPPT@aol.com

Name : Robert Barnes
Company: BARNES EXC. INC.
Address: P.O. BOX 13384
SISSONVILLE
WV 25360

Phone #: 304-984-1723
Fax #: 304-984-0074
Email : BARNES EXC @ AOL.COM

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