



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
DEP15463

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE: 10/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR RECLAMATION OF MINING OPERATION PROJECT OF LOBO CAPITAL INC., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE 08/31/2011 MANDATORY PRE-BID MEETING.						
BID OPENING DATE & TIME ARE CHANGED AS FOLLOWS:						
FROM: 09/28/2011 AT 1:30 PM						
TO: 10/06/2011 AT 1:30 PM						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP15463 ***** 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).

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15463
Lobo Capital, Inc.
Permit # UO-204**

The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) Q. How deep is the manhole?
A. The boring pad should only be around 10 feet deep, so we may be able to get by with a standard bottom and top section.
- 2.) Q. Do the gate valves just get put in the ground, or do you need to have some sort of a box to put those in?
A. They can be backfilled with the HDPE pipe, though they have to have a pipe down over the top to be able to access the top nut.
- 3.) Q. On your wet mine seal where the SDR-35 comes out, can you take that to the manhole with SDR-35 or is that HDPE?
A. You'll have to make a conversion. **Clarification:** Transition coupler or stainless band clamp may be used.
- 4.) Q. How much water do you anticipate treating?
A. That will be up to the contractor to determine. We believe this is a 40 acre perimeter deep mine, not taking out area for pillars or anything, seam height 5-8 feet, and water level in May was 17 feet above pavement.

Clarifications/Addenda: The following items shall overrule and add to the original requisition. Applicable sections of the altered bid items are shown with deleted portions delineated with strikethrough (~~strikethrough~~) and added portions delineated in bold italics (*bold italics*).

10.0 WET MINE SEAL (appended)

Wet seal shall be fitted with a single cleanout in line with the perforated pipe. Cleanout may be necked down to 6", and the wye shall be of standard manufacture 45° junction. The free end shall terminate 2 to 3 feet above the final grade, and shall be fitted with a removable cap. Costs shall be incidental to the installation of the wet seal.

12.0 PRE-CAST MANHOLE

... Ensure that the all pipes are sealed into the manhole wall (~~use of mastic sealant followed by hydraulic cement grout shall be required~~). *Holes for pipes shall be pre-cast with Z Lok Brand boots (or equivalent) with stainless steel band clamps, which shall be covered and sealed by hydraulic cement grout. Submittal drawings with plan and section views shall be approved by DEP prior to construction. ...*

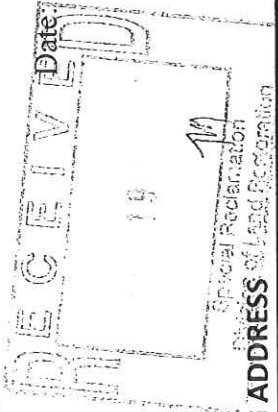
SIGN IN SHEET

DEP # 15463

PLEASE PRINT

*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

2011 SEP 20 A 10: 03



TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

ADMINISTRATIVE SERVICES

Company: Cowgill Up Inc. P.O. Box 243 Simpson, WV PHONE 304-739-4397
 Rep: Brian Moore 26435 TOLL FREE N/A
 Email Address: DCE - cowgillup@earthlink.net FAX 304-739-4401

Company: GREEN MOUNTAIN COMPANY 511 SOUTH ST PHONE 304 9250253
 Rep: David H. Bowman Ches WV TOLL FREE
 Email Address: DHB722@hko.com 25304 FAX 9230

Company: Aspen 2400 Ritter Dr. PHONE 304 763-4523
 Rep: Pete Brogan Daniels WV 25832 TOLL FREE
 Email Address: Jadkins@aspen-golf.com FAX 304 763-4591

Company: CHARLES E. BOLDYARD & SON INC. PHONE 304-329-1330
 Rep: BILL BOLDYARD TOLL FREE
 Email Address: CEbsinc@frontier.com FAX 304-329-1571

Company: JAMES FALLERCO P O BOX 2049 PHONE 304472 8890
 Rep: JAMES ALLEN Buckhannon TOLL FREE
 Email Address: JAMES.ALLEN@fallerco.com 24201 FAX 304 472 8897

Date: 08/31/11

SIGN IN SHEET

PLEASE PRINT

DEP # 15463

*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Stanley Industries, Inc</u>	<u>7 Maple Lake</u>	PHONE <u>304-842-8560</u>
Rep: <u>Junior Stanley</u>	<u>Bridgeport W Va.</u>	TOLL FREE
Email Address: <u>gasstanley@ma.r.r.com</u>	<u>26330</u>	FAX <u>304-842-8609</u>
Company: <u>Brookaway Inc</u>	<u>1075 Old Turnpike Rd</u>	PHONE <u>304-765-5317</u>
Rep: <u>Dan Vincent</u>	<u>Sutton W.V. 26601</u>	TOLL FREE
Email Address: <u>304 doug@brookawayllc.com</u>		FAX <u>304 765 5389</u>
Company: <u>Collins Building & Contracting Inc</u>	<u>3494 Corby - Rd</u>	PHONE <u>304-765-3521</u>
Rep: <u>Roger L. Collins Jr.</u>	<u>flatwoods, WV 26621</u>	TOLL FREE
Email Address: <u>Collins Building & Hughes.net</u>		FAX <u>304-765-3521</u>
Company: <u>Green River Group, LLC</u>	<u>530 Ash-brooke Sq</u>	PHONE <u>304-594-3991</u>
Rep: <u>Steve Cabrest</u>	<u>Morgantown, WV 26508</u>	TOLL FREE
Email Address: <u>Scabrestgrg@Abol.com</u>		FAX <u>3992</u>
Company: <u>WV DEP</u>		PHONE <u>304-457-3219</u>
Rep: <u>David McLary</u>		TOLL FREE
Email Address: <u>8-31-11</u>		FAX