



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
DEP15548

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/29/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.1 *****						
ADDENDUM ISSUED FOR THE WILLIAMS MINE PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/21/2011.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 10/19/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15548 ***** 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 Meeting

For DEP 15548

Williams Mine Portals

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

Questions:

Q. What is required with the trees on the site?

A. All trees 8" in diameter and above must be saw cut at the stump, topped and stacked for the landowner. The location of the stacked trees will be determined at the Pre-Construction.

Q. How are the Bat Gate Mine Seals to be backfilled?

A. The backfill will be as shown on the plans. There will be a stone backfill at the mine entry and soil backfill on the outer end of the 48" HDPE pipe.

The Contractor shall have 90 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Williams MINE

SIGN IN SHEET

Page ____ of ____

Request for Proposal No. REP 15548

PLEASE PRINT

Date: 9/21/11

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>O C I SHIERS INC</u> Rep: <u>Robert Canterbury</u> Email Address: <u>Bob.Canterbury@gmail.com</u>	<u>1219 Bluebird way 25240</u> 	PHONE <u>304-673-9388</u> TOLL FREE FAX <u>304-223-3057</u>
Company: <u>EAGLE Excavation INC.</u> Rep: <u>Keith Freshour</u> Email Address: _____	<u>P.O Box 218</u> <u>Kenna W.V 25248</u> 	PHONE <u>304 372-4378</u> TOLL FREE FAX <u>304 372-4378</u>
Company: <u>Stanley Industries Inc</u> Rep: <u>Gary Stanley</u> Email Address: <u>gstanley@ma.rr.com</u>	<u>7 Maple Lake</u> <u>Bridgeport WV 26330</u> 	PHONE <u>304-842-8560</u> TOLL FREE FAX <u>304-842-8609</u>
Company: <u>GREEN Mountain COMPANY</u> Rep: <u>DAVID H. Bowman</u> Email Address: <u>DHB722C@g.huc.com</u>	<u>511 50th ST,</u> <u>Charleston WV</u> <u>25304</u> 	PHONE <u>304-925-0253</u> TOLL FREE <u>9230</u> FAX <u>9230</u>
Company: <u>Aspen</u> Rep: <u>Pete Brogan</u> Email Address: <u>Brogan4952@yahoo</u>	<u>2400 Ritter Dr</u> <u>Daniels WV</u> 	PHONE <u>304 763-4573</u> TOLL FREE FAX <u>304 763 4591</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>CHARLES E. BOLYARD & SON INC</u> Rep: <u>BILL BOLYARD</u> Email Address: <u>cebsinc@frontier.com</u>	<u>125 EAST HIGH ST.</u> <u>KINGWOOD WV 26537</u>	PHONE <u>304-329-1330</u> TOLL FREE FAX <u>304-329-1571</u>
Company: <u>JF ALLEN CO</u> Rep: <u>JAMES ALLEN</u> Email Address: <u>JAMES.ALLEN@JFALLENCO.COM</u>	<u>PO BOX 2049</u> <u>Beckhannon WV</u> <u>26201</u>	PHONE <u>304 472 8890</u> TOLL FREE FAX <u>304 472 8897</u>
Company: <u>GREEN RIVER GROUP</u> Rep: <u>BOB CALVERT</u> Email Address: <u>SCALVERTGRG@AOL.COM</u>	<u>530 Ashbrook Sq.</u> <u>MORGANTOWN WV 26508</u>	PHONE <u>304-594-3991</u> TOLL FREE FAX <u>304-594-3992</u>
Company: <u>COWGIRL UP INC</u> Rep: <u>DENNIS C. ELBON</u> Email Address: <u>DCE-COWGIRLUP@EARTHLINK.NET</u>	<u>PO Box 243</u> <u>SIMPSON WV 26435</u>	PHONE <u>304-739-4397</u> TOLL FREE FAX <u>304-739-4401</u>
Company: <u>EASTERN ARROW</u> Rep: <u>ANN KRAMER WELLS</u> Email Address: <u>easternarrow@hotmail</u>	<u>PO BOX 4108</u> <u>CHARLESTON WV</u> <u>25364</u>	PHONE <u>304-414-0255</u> TOLL FREE FAX <u>0256</u> <u>0256</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Solid Rock Ex. Inc</u> Rep: <u>Ty Martin</u> Email Address: <u>Solid-rock@frontiernet.net</u>		PHONE <u>304-379-9502</u> TOLL FREE FAX <u>304-379-4969</u>
Company: <u>Breakaway Inc.</u> Rep: <u>Doug Vincent</u> Email Address: <u>doug@breakawaywv.com</u>	<u>1675 Old Turnpike Rd</u> <u>Sutton WV 26601</u>	PHONE <u>765-5317</u> TOLL FREE FAX <u>765-5389</u>
Company: _____ Rep: _____ Email Address: _____		PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____		PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____		PHONE _____ TOLL FREE FAX _____