



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFO NUMBER
DEP15190

PAGE
1

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

**VENDOR**

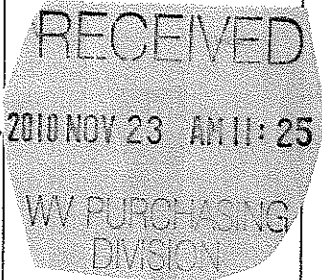
\*322161804      304-739-4397  
 COWGIRL UP INC  
 PO BOX 243  
 SIMPSON WV 26435

**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
10/14/2010				
BID OPENING DATE: 11/18/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL REQUIRED LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF SANDRIDGE COAL LLC, NOW UNDER REVOKED PERMIT NUMBER(S) UO-401, PER THE FOLLOWING DRAWINGS &amp; SPECIFICATIONS, BID REQUIREMENTS, AND TERMS &amp; CONDITIONS.</p> <p>THIS SITE CONSISTS OF APPROXIMATELY 12.0 ACRES AND IS LOCATED NEAR CENTURY, WV IN BARBOUR COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 10/28/10 AT 10:00AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT AN</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Mar R. Woodlee</i>	304 739 4397	11/22/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	800101563		

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](http://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).



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

\*322161804      304-739-4397  
 COWGIRL UP INC  
 PO BOX 243  
 SIMPSON WV 26435

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				<p>OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: FROM I-79 EXIT 115, TAKE SR20 APPROX 4 MI SOUTH TO SR57 EAST. GO APPROX 6.5 MI AND TURN RIGHT AT MOUTH OF ISAACS RUN (CR6). GO APPROX 1.0 MI TO 4-WAY INTERSECTION AND TURN LEFT THROUGH GATE. SITE IS AT TOP OF HILL.</p> <p>FROM US 119, TAKE SR57 WEST APPROX 5.1 MILES, TURN LEFT AT MOUTH OF ISAACS RUN (CR6), GO APPROX 1.0 MILES TO A 4-WAY INTERSECTION, TURN LEFT THROUGH GATE, SITE AT TOP OF HILL.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Trina R. Wooddele</i>	304 739 4397	11/22/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	800101563	

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**3**

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POST OFFICE

\*322161804 304-739-4397  
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<p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BARBOUR COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tina R. Woodley</i>	TELEPHONE <b>304 739 4397</b>	DATE <b>11/22/10</b>
TITLE <i>President</i>	FEBN <b>800101563</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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\*322161804      304-739-4397  
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<p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ma R. Woodruff</i>	TELEPHONE 304 739 4397	DATE 11/22/10
TITLE President	FEIN 800701563	ADDRESS CHANGES TO BE NOTED ABOVE

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**5**

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/00			CONTRACTORS LICENSE		
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:          CONTRACTORS NAME: ... <i>Cowgirl Up, Inc.</i> ...          CONTRACTORS LICENSE NO.: ... <i>WV036836</i> ...</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Imar Waddell</i>	TELEPHONE <i>304 739 4397</i>	DATE <i>11/22/10</i>
TITLE <i>President</i>	FEIN <i>800101563</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>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.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p>						

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SIGNATURE	<i>Mark R. Woodruff</i>	TELEPHONE	304 739 4397	DATE	11/22/10
TITLE	President	FEIN	800101563	ADDRESS CHANGES TO BE NOTED ABOVE	

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PROPERTY	*322161804	304-739-4397
	COWGIRL UP INC	
	PO BOX 243	
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				<p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET.,</p>		

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SIGNATURE	<i>Ima R. Woodley</i>	TELEPHONE	304 739 4397	DATE	11/22/10
TITLE	<i>President</i>	FEIN	800101563	ADDRESS CHANGES TO BE NOTED ABOVE	

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BID OPENING DATE: **11/18/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ma R. Woodlee</i>	TELEPHONE <b>304 7394397</b>	DATE <b>11/22/10</b>
TITLE <i>President</i>	FEIN <b>800101563</b>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
DEP15190

PAGE
9

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

R00200

\*322161804      304-739-4397  
 COWGIRL UP INC  
 PO BOX 243  
 SIMPSON WV 26435

S H P T O

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
10/14/2010				

BID OPENING DATE: 11/18/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				EXHIBIT 9		
				NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA		
				THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:		
				(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.		
				(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.		
				(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.		
				REV. 11/96		
				EXHIBIT 10		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Imar Woodlee</i>	TELEPHONE	304 7394397	DATE	11/22/10
TITLE	President	FAX	800 201563	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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  
**DEP15190**

PAGE  
**10**

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

VENDOR

\*322161804      304-739-4397  
**COYGIRL UP INC**  
**PO BOX 243**  
  
**SIMPSON WV 26435**

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
10/14/2010				

BID OPENING DATE: **11/18/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1      .....</p> <p>NO. 2      .....</p> <p>NO. 3      .....</p> <p>NO. 4      .....</p> <p>NO. 5      .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Ima R. Woodlee</i> ..... SIGNATURE            ..... <i>Coygirl Up, Inc.</i> ..... COMPANY            ..... <i>11/22/10</i> ..... DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Ima R. Woodlee</i>	<i>304 739 4397</i>	<i>11/22/10</i>	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	<i>800101563</i>		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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:  
**DEP15190**

PAGE:  
**11**

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

POSTAGE

\*322161804      304-739-4397  
 COWGIRL UP INC  
 PO BOX 243  
 SIMPSON WV 26435

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
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 26416-9998      304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/2010				

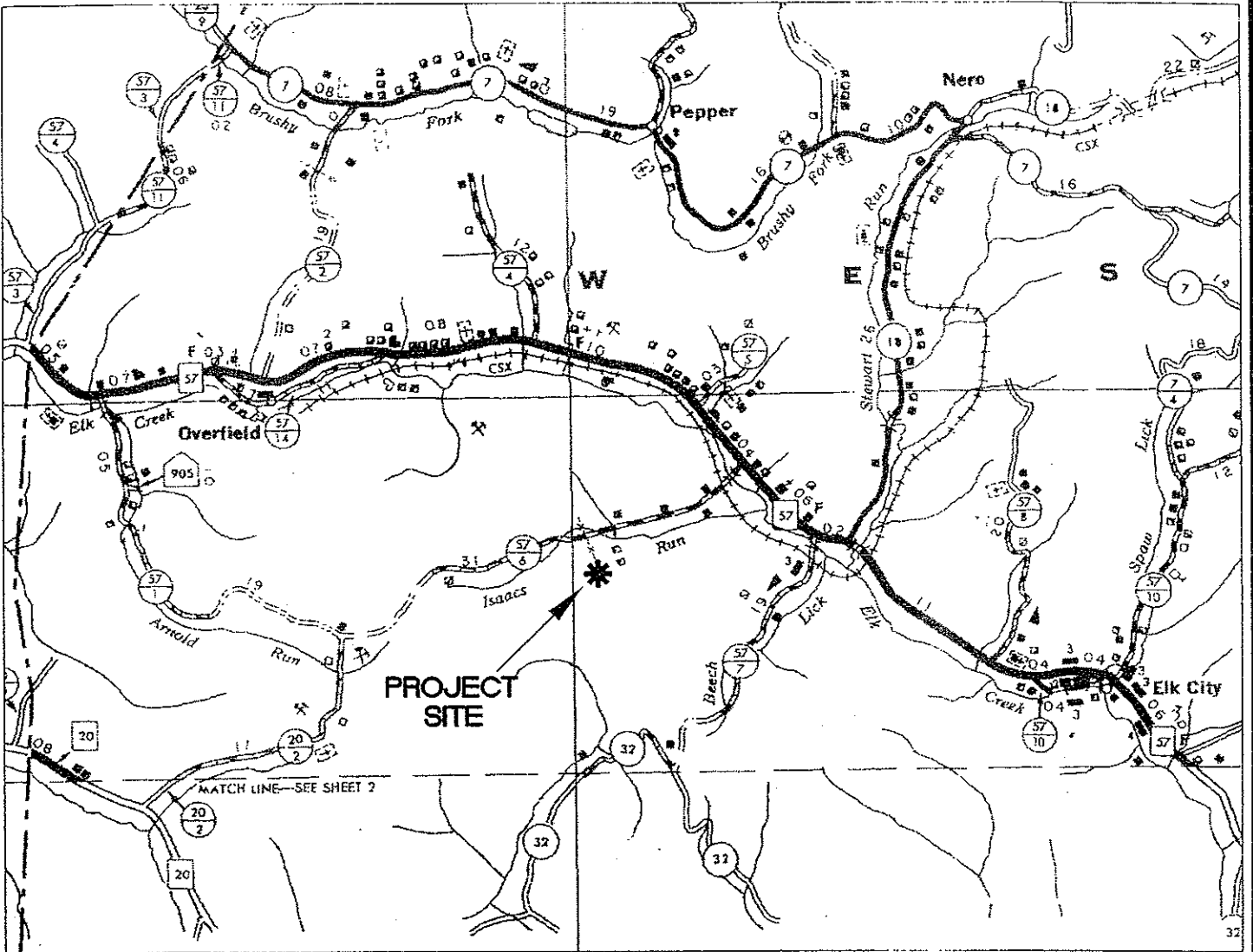
BID OPENING DATE: **11/18/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
	NOTICE					
	A SIGNED BID MUST BE SUBMITTED TO:					
	DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					
	SEALED BID					
	BUYER:	CB-23				
	REQ. NO.:	DEP15190				
	BID OPENING DATE:	11/18/2010				
	BID OPENING TIME:	1:30 P.M.				
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
	----- 304.739.4401 -----					
	PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:					
	----- Tina B Wooddell -----					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	<i>Tina R Wooddell</i>	TELEPHONE	DATE
TITLE	<i>President</i>	<i>304 739 4397</i>	<i>11/22/10</i>
FEIN	<i>800 101563</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

BUYER CB-23	PAGE	REQ. or P.O. No. DEP 15190
LOCATION MAP		



**DIRECTIONS:**

FROM I-79 EXIT 115, TAKE SR20 APPROX. 4 MILES SOUTH TO SR57; THEN SR57 EAST APPROX. 6.5 MILES; TURN RIGHT AT MOUTH OF ISAACS RUN (CR6); GO APPROX. 1.0 MILES TO 4-WAY INTERSECTION, TURN LEFT THROUGH GATE, SITE AT TOP OF HILL.

FROM US 119, TAKE SR57 WEST APPROX. 5.1 MILES; TURN LEFT AT MOUTH OF ISAACS RUN (CR6); GO APPROX. 1.0 MILES TO 4-WAY INTERSECTION, TURN LEFT THROUGH GATE, SITE AT TOP OF HILL.



**SANDRIDGE COAL, LLC**

DEP Permit No. UO-401

**GENERAL LOCATION MAP**

TAKEN FROM BARBOUR COUNTY HIGHWAY MAP

0 1 2 3 Miles



BUYER CB-23		REQ. OR PO NO. DEP15190
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of SANDRIDGE COAL, LLC Permit UO-401, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the main access road shall be developed in accordance with bid item #3.0. If, fuel and lubricants are to be stored on site, bid item #2.0 (Spill Containment Area) shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item #10.0, accompanying specifications and as shown on the plans shall be installed.
3. Concurrent and continuous reclamation shall begin at Point A as shown on the site plan and shall end at Point C. Backfill is required for highwall area as shown in attached plans, per bid item 6.0. Regrading and topsoiling is required for all disturbed areas, per bid item 7.0. Revegetation and soil improvement is required for all disturbed areas, per bid item 9.0. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (bid item 11.0)
5. The existing main haul/access roadway from turnoff from County Rt. 6 up to Point A will be maintained as necessary, per bid item 3.0. Access from County Rt. 6 through the site during construction will be required to allow adjacent property owners continual all-weather access. See the attached plans and or specifications.
6. Construct and install four (4) deep mine seals, per bid items 4.0 and 5.0. Two (2) seals will be wet type seals. Two (2) seals will be dry type seals. Wet seals #1 and #2 drain pipe will extend outward past the toe of the seals, combine in to one line and discharge in to a collection V-Ditch as shown in the attached plans and/or specifications. A cleanout will be provided for the line from each seal.
7. Excavate borrow material from designated spoil borrow areas per bid item 6.0. Spoil material will be excavated first from Office Trailer Area to designated limits. Additional spoil material needed to complete reclamation of the Cut-through Area will then be removed from the existing contour mining Highwall Backfill Area. Existing highwall borrow area shall not be excavated beyond being able to leave the highwall at a 2h:1v terraced slope. See the attached plans and or specifications.
8. Backfill and eliminate mining highwall within the designated project area, per bid item 6.0. Utilize all available materials from the two designated borrow areas to backfill the existing highwall to the maximum extent possible, per the attached plans and specifications.
9. Construct approximately 220 L.F. of grouted riprap Ditch #CT-1a (per bid item 12.0) to collect surface water from above the site and convey it to Ditch CT-1. See the attached plans and/or specifications.

BUYER CB-23		REQ. OR PO NO. DEP15190
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

10. Construct approximately 1150 L.F. of grouted riprap Ditches #CT-1, CT-2 and CT-3 (per bid item 13.0) to collect surface runoff from above and on the site and convey it to the existing pond prior to discharge off site. See the attached plans and/or specifications.
11. Construct approximately 170 L.F. of grouted riprap Ditch #H-1 (per bid item 14.0) to collect surface runoff from the adjacent contour mining and highwall backfill borrow area and convey it to the existing pond prior to discharge off site. See the attached plans and/or specifications.
12. Construct approximately 150 L.F. of grouted riprap Ditch #H-2 (per bid item 15.0) to collect and convey surface water runoff from above the mine site down across the backfill and to discharge into Ditch #H-1. This ditch will be constructed on a 38 percent grade and grouted throughout. See the attached plans and / or specifications.
13. The existing access road (beginning at/near Point B, ending at/near Point C) will be removed during reclamation activities to facilitate excavation and backfilling operations. Also, the Pond Access Road will be reconnected to the Lower Access Road. A total of 1,350 LF of access roads will be reconstructed across the finished regraded site, per the attached plan for the Lower, Pond and Upper access roads (per bid item 16.0). Access through the site during construction will be required to allow adjacent property owners access. The existing gate at the far end of the project area will be protected to provide continuous security to the adjacent properties.
14. Remove all buildings, trailers, junk, concrete pads, metal and debris from the site and dispose of in an approved manner, per bid item 18.0. This work includes removal of water well equipment and casing and complete grouting of the water well next to the bath house trailer. This item also includes removal and disposal of all equipment and piping associated with the septic system and water well plus grouting of the water well. Receipts will be provided to the on-site DEP representative as proof of proper disposal.
15. Remove existing power and phone lines and poles on the entire project area, including fencing and support structures at the on-site sub-station per bid item 19.0. This work includes installing proper anchorage at the last pole structure up-line from the sub-station. Also, remove existing transformers, switches and other auxiliary power supply equipment associated with utilities, installed or deposited on-ground. Disposal of any materials will be performed in an approved manner. Receipts will be provided to the on-site DEP representative as proof of proper disposal.
16. Regrade and revegetate approximately twelve point zero (12.0) acres, per bid item 9.0, according to the attached plans and/or specifications, using the standard seed and fertilizer mixtures listed.

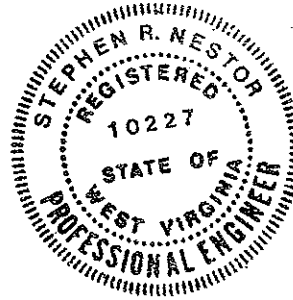
BUYER CB-23	REQ. OR PO NO. DEP15190
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

**CERTIFICATION**

SANDRIDGE COAL, LLC  
PERMIT UO-401

I, Stephen R. Nestor, the undersigned, hereby certify<sup>1</sup> that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.



*Stephen R. Nestor*

Registered Professional Engineer WV No. 10227

SEAL

Date: 9/1/10

<sup>1</sup> The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.





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  
 DEP15190

PAGE  
 1

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

VENDOR  
 \*322161804 304-739-4397  
 COWGIRL UP INC  
 PO BOX 243  
 SIMPSON WV 26435

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
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 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/15/2010				

BID OPENING DATE: 11/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE SANDRIDGE COAL PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS, THE REVISED SPECIFICATIONS, AND THE REVISED BID SCHEDULE AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 10/28/2010.						
BID OPENING DATE & TIME ARE EXTENDED FROM 11/18/2010 TO 11/23/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP15190 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Ima R. Woodruff TELEPHONE 3047394397 DATE 11/22/10

TITLE President FEIN 900101563 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](http://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).

BUYER CB-23	PAGE	REQ. OR PO NO. DEP15190
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

## BID ITEM TECHNICAL SPECIFICATIONS (CONT.)

### 20.0 GRASS LINED DITCH - UPPER ACCESS ROAD

Provide all materials and construct ditch as indicated on the attached typical plans, cross-section and specifications. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on-site conditions. The ditch is V-notch shape with 2h:1v side slopes, a depth of one and one-half (1.5) feet and a top width of approximately six (6) feet. The ditch shall be vegetated and lined with excelsior erosion control matting. Matting shall be placed on all areas of the ditch and extend to the top of the ditch.

Excelsior Matting: Matting shall be Curlex I erosion control matting or approved equal. The mat shall consist of a machine-produced mat of wood excelsior with 80 percent of the fibers 6-inches (150 mm) in length or longer. The wood from which the excelsior is cut shall be properly cured to achieve adequately curled and barbed fibers.

The matting shall be of a consistent thickness with the fibers evenly distributed over the entire area of the mat. The mat shall be covered on the top side with an open weave netting of acceptable material which will slowly degrade with no adverse environmental effects.

The mat shall be made smolder resistant with nontoxic chemicals that will not affect the germination of seed nor inhibit plant growth.

Excelsior erosion control matting shall be installed, anchored and maintained in accordance with the manufacturer's specifications and as per WVDOH specifications Section 655 at the locations shown on the plans.

The Contractor shall maintain the areas upon which the matting is placed, including from erosion, wind, fire or other causes, until all work has been completed and accepted. Such damaged areas shall be reestablished, the matting shall be replaced and the area re-fertilized and reseeded per the Revegetation item.

BUYER CB-23	PAGE	REQ. OR PO NO. DEP15190
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WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

*Cowgirl Up Inc.*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		<b>REVISED BID SCHEDULE</b>		
		<b>PERMIT NAME: SANDRIDGE COAL, LLC</b>		
		<b>PERMIT NUMBER: UO-401</b>		
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 60,000 <sup>-</sup>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1,000 <sup>-</sup>
3.0	LUMP SUM	<u>MAIN ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 30,000 <sup>-</sup>
4.0	2 EA	<u>WET MINE SEAL</u>	\$ 10,000 <sup>-</sup> PER EA	\$ 20,000 <sup>-</sup>
4.1	480 LF	<u>12-INCH SOLID HDPE DR-17 MINE SEAL PIPING</u>	\$ 36 <sup>00</sup> PER LF	\$ 17,280 <sup>-</sup>
4.2	700 LF	<u>MINE SEAL OUTLET DITCH</u>	\$ 56 <sup>-</sup> PER LF	\$ 39,200 <sup>-</sup>
5.0	2 EA	<u>DRY MINE SEAL</u>	\$ 8,000 <sup>-</sup> PER EA	\$ 16,000 <sup>-</sup>
6.0	LUMP SUM	<u>EXCAVATION AND BACKFILLING</u>	LUMP SUM	\$ 695,000 <sup>-</sup>
7.0	12.0 AC	<u>REGRAIDING</u>	\$ 5,400 <sup>-</sup> PER AC	\$ 64,800 <sup>-</sup>
8.0	12.0 AC	<u>TOPSOILING</u>	\$ 6,000 <sup>-</sup> PER AC	\$ 72,000 <sup>-</sup>
9.0		<u>REVEGETATION</u>		
9.1	12.0 AC	<u>AGRICULTURAL LIME</u>	\$ 400 <sup>-</sup> PER AC	\$ 4,800 <sup>-</sup>

BUYER CB-23	PAGE	REQ. OR PO NO. DEP15190
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

*Cowgirl Up Inc.*

9.2	<u>12.0</u> AC	<u>FERTILIZER</u>	\$ <u>645</u> <sup>00</sup>	\$ <u>7,740</u> <sup>00</sup>
			PER AC	
9.3	<u>12.0</u> AC	<u>MULCH</u>	\$ <u>500</u> <sup>00</sup>	\$ <u>6,000</u> <sup>00</sup>
			PER AC	
9.4	<u>12.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>390</u> <sup>00</sup>	\$ <u>4,680</u> <sup>00</sup>
			PER AC	
10.0	<u>3000</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE/HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>2.00</u> <sup>00</sup>	\$ <u>6,000</u> <sup>00</sup>
			PER LF	
11.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>34,000</u> <sup>00</sup>
12.0	<u>220</u> LF	<u>GROUTED RIPRAP DITCH #CT-1a</u>	\$ <u>52</u> <sup>00</sup>	\$ <u>11,440</u> <sup>00</sup>
			PER LF	
13.0	<u>1150</u> LF	<u>GROUTED RIPRAP DITCHES #CT-1, CT-2, CT-3</u>	\$ <u>110</u> <sup>00</sup>	\$ <u>126,500</u> <sup>00</sup>
			PER LF	
14.0	<u>170</u> LF	<u>GROUTED RIPRAP DITCH #H-1 W/DRIVE-THROUGH</u>	\$ <u>124</u> <sup>00</sup>	\$ <u>21,080</u> <sup>00</sup>
			PER LF	
15.0	<u>150</u> LF	<u>GROUTED RIPRAP DITCH #H-2</u>	\$ <u>50</u> <sup>00</sup>	\$ <u>7,500</u> <sup>00</sup>
			PER LF	
16.0	<u>1350</u> LF	<u>RECONSTRUCT LOWER, POND &amp; UPPER ACCESS ROADS</u>	\$ <u>55</u> <sup>00</sup>	\$ <u>74,250</u> <sup>00</sup>
			PER LF	
17.0	<u>50</u> TN	<u>INCIDENTAL STONE</u>	\$ <u>38</u> <sup>00</sup>	\$ <u>1,900</u> <sup>00</sup>
			PER TN	
18.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>8,900</u> <sup>00</sup>
19.0	LUMP SUM	<u>UTILITIES - LINES, STRUCTURES &amp; EQUIPMENT</u>	LUMP SUM	\$ <u>30,000</u> <sup>00</sup>
20.0	<u>730</u> LF	<u>GRASS LINED DITCH - UPPER ACCESS ROAD</u>	\$ <u>19</u> <sup>00</sup>	\$ <u>13,870</u> <sup>00</sup>
			PER LF	
		TOTAL PERMIT		\$ <u>1,373,940</u> <sup>00</sup>

*One million three hundred seventy three nine  
 hundred forty dollars and zero cents  
 (M)*

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

5

RFQ # : DEP15190  
 Project: Sandridge Coal, LLC  
UO-401

Bid Date: Nov. 18, 2010  
 Pre-Bid Date: Oct. 28, 2010

*CD*  
 Name : DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN CO.  
 Address: 511 50TH STREET  
CHARLESTON WV  
25304  
 Phone #: 304-925-0253  
 Fax #: 925 9230  
 Email : Jody.MAYE.AOL.com

Name : STEVE SZABO  
 Company: PRO CONTRACTING INC  
 Address: P.O. Box 2442  
Clarksburg, WV 26301  
 Phone#: 304 622-2400  
 Fax #: 622-2410  
 Email : Procon.555@ma.RR.com

*E*  
 Name : LES BOLEN  
 Company: ASPEN CORP  
 Address: 2400 RITTER DR.  
DANIELS WV 25832  
 Phone #: 304-763-4573  
 Fax #: 304-763-4591  
 Email : aspenestimator@yahoo.com

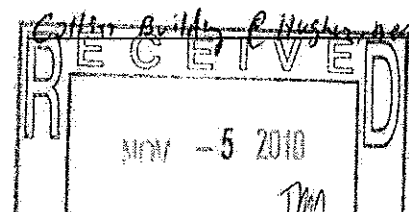
Name : Robert Barnes  
 Company: BARNES EXC. INC.  
 Address: P.O. BOX 13384  
Sissonville WV 25360  
 Phone#: 304-984-8925  
 Fax #: 304-984-0074  
 Email : Barnes EXC @ AOL.com

*CD*  
 Name : Junior Stanley  
 Company: Stanley Industries, Inc  
 Address: 7 Maple Lake  
Bridgeport WV 26330  
 Phone #: 304 842 8560  
 Fax #: 304 842 8609  
 Email : 17stanley@frontier.com

*CD*  
 Name : GEORGE FRESHOUR  
 Company: EAGLE EXCAVATION, INC  
 Address: P.O. Box 218  
KENNA WV  
25248  
 Phone#: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email : NOTE

*CD*  
 Name : DENNIS C. ELBON  
 Company: COWGIRL WP INC  
 Address: PO Box 243  
SIMPSON, WV 26435  
 Phone #: 304-739-4897  
 Fax #: 304-739-4401  
 Email : DCB-COWGIRLWP@EARTHWINK.NET

*E*  
 Name : Roger L. Collins Jr  
 Company: Collins Building & Contracting Inc.  
 Address: 3404 Coaling-Cocoma Rd  
Flatwoods, WV  
26021  
 Phone#: 304-765-3521  
 Fax #: 304-765-3521  
 Email : Collins Building & Contracting Inc



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Cowgirl Up, Inc.  
of P. O. Box 243, Simpson, WV 26435, as Principal, and Ohio Farmers Insurance Company  
of One Park Circle, Westfield Center, OH, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of the total amount bid (\$ 5% ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
**DEP 15190: Sandridge Coal, LLC**  
**Barbour County, WV**

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
18th day of November, 2010.

Principal Corporate Seal

Cowgirl Up, Inc.

(Name of Principal)

By Tim R. Woodlee

(Must be President or Vice President)

President

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

Jeffery D. Bell  
Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/09/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752402 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE, BONNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 09th day of MAY A.D., 2007.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. By:

Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 09th day of MAY A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; and that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of November A.D., 2010



Frank A. Carrino Secretary





State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WV

COUNTY OF TAYLOR, TO-WIT:

I, Tina R. Wooddell, after being first duly sworn, depose and state as follows:

1. I am an employee of Cowgirl Up, Inc.; and,  
(Company Name)
2. I do hereby attest that Cowgirl Up, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Cowgirl Up, Inc.  
(Company Name)

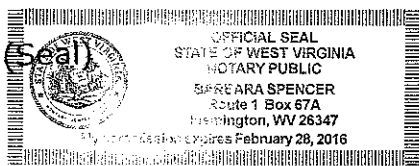
By: Tina R. Wooddell

Title: President

Date: 11/22/10

Taken, subscribed and sworn to before me this 22<sup>nd</sup> day of NOVEMBER.

By Commission expires FEBRUARY 28, 2016



Barbara Spencer  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

RFQ No. DEP15190

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Cowgirl Up, Inc.

Authorized Signature: Tina R. Woodlee Date: 11/22/10

State of WV

County of TAYLOR, to-wit:

Taken, subscribed, and sworn to before me this 22 day of NOVEMBER, 2010.

My Commission expires FEBRUARY 28, 2011.

NOTARY PUBLIC Barbara Spencer

**AFFIX SEAL HERE**

