



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

RFQ COPY
 TYPE NAME/ADDRESS HERE
 VENDOR

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 1105 S. RAILROAD STREET
 PHILIPPI, WV
 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	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).

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
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
REVISED BID SCHEDULE				
PERMIT NAME: SANDRIDGE COAL, LLC				
PERMIT NUMBER: UO-401				
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	\$ _____
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ _____
3.0	LUMP SUM	<u>MAIN ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
4.0	<u>2</u> EA	<u>WET MINE SEAL</u>	\$ _____ PER EA	\$ _____
4.1	<u>480</u> LF	<u>12-INCH SOLID HDPE DR-17 MINE SEAL PIPING</u>	\$ _____ PER LF	\$ _____
4.2	<u>700</u> LF	<u>MINE SEAL OUTLET DITCH</u>	\$ _____ PER LF	\$ _____
5.0	<u>2</u> EA	<u>DRY MINE SEAL</u>	\$ _____ PER EA	\$ _____
6.0	LUMP SUM	<u>EXCAVATION AND BACKFILLING</u>	LUMP SUM	\$ _____
7.0	<u>12.0</u> AC	<u>REGRAVING</u>	\$ _____ PER AC	\$ _____
8.0	<u>12.0</u> AC	<u>TOPSOILING</u>	\$ _____ PER AC	\$ _____
9.0		<u>REVEGETATION</u>		
9.1	<u>12.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ _____ PER AC	\$ _____

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:

9.2	<u>12.0</u> AC	<u>FERTILIZER</u>	\$ _____	\$ _____
			PER AC	
9.3	<u>12.0</u> AC	<u>MULCH</u>	\$ _____	\$ _____
			PER AC	
9.4	<u>12.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ _____	\$ _____
			PER AC	
10.0	<u>3000</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE/HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ _____	\$ _____
			PER LF	
11.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
12.0	<u>220</u> LF	<u>GROUTED RIPRAP DITCH #CT-1a</u>	\$ _____	\$ _____
			PER LF	
13.0	<u>1150</u> LF	<u>GROUTED RIPRAP DITCHES #CT-1, CT-2, CT-3</u>	\$ _____	\$ _____
			PER LF	
14.0	<u>170</u> LF	<u>GROUTED RIPRAP DITCH #H-1 W/DRIVE-THROUGH</u>	\$ _____	\$ _____
			PER LF	
15.0	<u>150</u> LF	<u>GROUTED RIPRAP DITCH #H-2</u>	\$ _____	\$ _____
			PER LF	
16.0	<u>1350</u> LF	<u>RECONSTRUCT LOWER, POND & UPPER ACCESS ROADS</u>	\$ _____	\$ _____
			PER LF	
17.0	<u>50</u> TN	<u>INCIDENTAL STONE</u>	\$ _____	\$ _____
			PER TN	
18.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ _____
19.0	LUMP SUM	<u>UTILITIES -- LINES, STRUCTURES & EQUIPMENT</u>	LUMP SUM	\$ _____
20.0	<u>730</u> LF	<u>GRASS LINED DITCH - UPPER ACCESS ROAD</u>	\$ _____	\$ _____
			PER LF	
		TOTAL PERMIT _____		\$ _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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

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

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

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

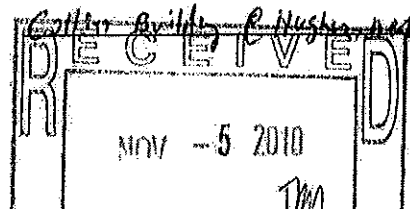
Name : Robert Barnes
 Company: BARNES EXC. INC.
 Address: P.O. Box 13384
Sissonville WV. 25360
 Phone#: 304-984-8925
 Fax #: 304-984-0074
 Email : BARNES EXC. AOL.COM

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

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

Name : DENNIS C. ELBOW
 Company: CONCRETE UP INC
 Address: P.O. Box 243
SIMPSON, WV 26435
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email : DCB@CONCRETEUP&EARTHINK.NET

Name : Roger L. Collins Jr
 Company: Collins Building & Contracting Inc.
 Address: 3404 Early-Cinema Bul
Flint Springs, WV
26021
 Phone#: 304-745-3521
 Fax #: 304-745-3521
 Email : Collins Building & Contracting Inc



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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

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

20

Name : GARY Long
Company: M^cCourt & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601

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

Name : CHARLENE Pretzel
Company: FL Pretzel Contracting
Address: 274 Horseshoe Dr.
Bruceston Mills WV

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

20

Name : Kelly Dennison
Company: Breakaway Inc
Address: Sutton WVA 26601

Phone #: 304-765-5317
Fax #: 304-765-5317
Email :

Name : Thane A. Ryder
Company: RBS Inc
Address: PO Box 490
White Sulphur Springs
WV 24986

Phone#: 304-645-2277
Fax #: 304-645-2597
Email : con@rbsinc.com

20

Name : ANN WARDWELL
Company: EASTERN ARROW
Address: PO BOX 4108
CHARLESTON WV
25364

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

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: PO Box 2049
Buchannon WV
26201

Phone#: 304 472 8890
Fax #: 304 472 8897
Email JAMES.ALLEN@JFALLEN.CO.COM
END - - - - - END

E

Name : TYLER DODD
Company: BEAR CONTRACTING
Address: 112 STATE ST
BRIDGEPORT, WV
26330

Phone #: 304-842-3002
Fax #: 304-842-9433
Email : TDODD@BEAR-CONTRACTING.COM

Name : David McCoy
Company: WV DEP
Address:
Phone#: 304-457-3219
Fax # :
Email :