



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
DEP13514

PAGE
1

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

VENDOR

*709060315 304-422-0025
J C BOSLEY CONSTRUCTION INC
PO BOX 67

MINERAL WELLS WV 26150

SHIP TO

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
ENVIRONMENTAL REMEDIATION
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

JUL 21 2006

DATE PRINTED 07/18/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **08/17/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>SOUTHERN WV</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS REQUESTING BIDS FROM QUALIFIED VENDORS TO PROVIDE ALL LABOR AND MATERIALS FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AND ASSESSMENTS AT DIFFERENT LOCATIONS IN SOUTHERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS AND CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>PLEASE SEE THE ATTACHED SPECIFICATIONS FOR SCOPE OF WORK, ADDITIONAL BID OR CONTRACT REQUIREMENTS, AREA OF CONTRACT COVERAGE, AND GENERAL CONDITIONS.</p> <p>EXHIBIT 3:</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeff Owens</i>	TELEPHONE 304-422-0025	DATE 8-16-06
TITLE General Superintendent	FEIN 55-0691657	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
DEP13514

PAGE
2

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

VENDOR

*709060315 304-422-0025
 J C BOSLEY CONSTRUCTION INC
 PO BOX 67
 MINERAL WELLS WV 26150

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/18/2006				

BID OPENING DATE: **08/17/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-422-0025	8-16-06	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
General Superintendent	55-0691657		

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

PURCHASING CONTINUATION SHEET

Buyer:	Page 13	Req/PO
Chuck Bowman		DEP
Spending Unit:		
WVDEP/DLR/OER		

Item No.	Quantity	Description	Unit Price	Amount
1	5,000	Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon)	.94	4,700.00
2	12	Transportation of petroleum contaminated water, rinsate and/or product to disposal facility (per site)	1,390.00	16,680.00
3	25	Purge vapors from UST to <10% LEL. (per tank)	400.00	10,000.00
4	25	Excavate and extract UST / pipping from the ground. (per 1000 gallon tank volume)	2,600.00	65,000.00
5	25	Cut openings in UST and clean sludges from them. (per tank)	900.00	22,500.00
6	25	Dispose / scrap cleaned UST. (per tank)	400.00	10,000.00
7	25	Disposal of tank-cleaning sludges. (per drum)	590.00	14,750.00
8	2000	Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on-site on 6 mil black plastic and cover with 6 mil black plastic. (per ton)	11.00	22,000.00
9	2000	Load, transport and properly dispose of petroleum contaminated soil at a state approved landfill and supply manifests. Unit price includes landfill tipping fees and etc. (per ton)	84.00	168,000.00
10	100	Proper disposal of nonhazardous materials such as broken concrete slabs, piping & etc. (per ton)	54.00	5,400.00
11	2000	Backfill excavations with pea gravel or crusher run. (per ton)	44.00	88,000.00
12	12	Mobilization and demobilization. (per site)	1,200.00	14,400.00
13	500	Asphalt disturbed excavation area. (per sq. ft)	18.80	9,400.00
14	500	Concrete disturbed excavation area (per cu.yd.)	380.00	190,000.00
15	5	Fill UST with concrete slurry (per 1000 gallon tank volume)	2,480.00	12,400.00
16	5	Fill UST with inert foam material (per 1000 gallons tank volume)	1,880.00	9,400.00
17	12	Direct Push Equipment (per day)	1,400.00	16,800.00

18	500	Direct Push Temporary Groundwater Sampler (per linear foot)	3.60	1,800.00
19	500	Direct Push Prepack well screen 1.4 inches OD (per linear foot)	14.80	7,400.00
20	500	Direct Push Prepack well screen 2.5 inches OD (per linear foot)	16.80	8,400.00
21	12	Low Flow Sampling Equipment (per day)	N/A	N/A
22	500	Well Abandonment (per linear foot)	8.00	4,000.00
23	500	Borehole (and Corehole) abandonment (per linear foot)	.85	425.00
24	10	IDW Disposal (per drum)	590.00	5,900.00
25	25	Dot 17-C Drums (each)	39.00	975.00
26	100	Laborer (per hour)	52.00	5,200.00
27	12	Complete Reports and Submittal (each)	850.00	10,200.00

TOTAL =

723,730.00

Inquires concerning this RFQ shall be directed to:

Mr. Bryan Arthur
Contract Specialist
WV DEP/ Office of Environmental Remediation
PO Box 38
French Creek, WV 26218

(304) 924-6211 - Phone
(304) 924-6781 - Fax

A F F I D A V I T

16

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 exceeds 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: J.C. Bosley Construction, Inc.

Authorized Signature: _____

Date: 8-16-06