

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.html 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).



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
0512C0422

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ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

A.L.L. Construction, Inc.
PO Box 232
Mt. Storm, WV 26739

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/12/2012				

BID OPENING DATE: 04/25/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304 693 7131	5/12/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	550700300	

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



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VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/12/2012				

BID OPENING DATE: 04/25/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 9/98						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
CONTRACTORS LICENSE						
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						

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04/12/2012				

BID OPENING DATE: 04/25/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: A.L.L. Construction Inc						
CONTRACTORS LICENSE NO.: WV 010638						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
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: ALAN CUMMINGS - FILE 33						
REQ. NO.: 0512C0422						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304 993 7131	5/12/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	550700 300	

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Department of Administration
Purchasing Division
2019 Washington Street East
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BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/12/2012				

BID OPENING DATE: 04/25/2012 BID OPENING TIME 01:30 PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 04/25/2012						
BID OPENING TIME: 1:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304 693 7199 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
----- Jason Kitzmiller -----						
***** THIS IS THE END OF RFQ 0512C0422 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 693 7131	5/12/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	550 700 300	

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

RFQ# 0512C0422

Specifications

Purpose: To establish an Open End contract for tree removal and disposal for the Division of Highways, District Five: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, & Morgan & Mineral Counties.

1.0 DEFINITIONS

- A. The "Agency" shall be defined as the West Virginia Division of Highways, District Five.
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Purchase Order" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.0 SCOPE OF WORK

The successful Vendor(s) shall provide tree removal as directed by the Agency. The work includes proper disposal of the resulting debris as directed by the Agency.

3.0 TECHNICAL REQUIREMENTS

- 3.1 The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specification Roads and Bridges, adopted 2000, as modified by the January 1, 2003 Supplemental Specifications shall apply to the administration of this Contract: 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 109.20.

- 3.2 The successful vendor(s) will remove said tree(s) as directed by the Agency employee(s) along the rights-of-way, the roadside and/or shoulder of highways.
- 3.3 The Agency will coordinate said tree(s) removal with adjacent landowner(s), if necessary. Landowner has the option of keeping tree(s) wood.
- 3.4 If the adjacent landowner(s) does not want the wood, the vendor(s) shall dispose of said debris in accordance with state, federal and local environmental and waste disposal laws and regulations at no additional cost to the Agency.
- 3.5 All Work shall be accomplished within the Agency rights-of-way, unless otherwise directed by the Agency employee(s). Should it become necessary at anytime to work beyond the Agencies right-of-way, Vendor is required to contact District Right of Way Office at (304) 289 2230 who will then assist in obtaining right of way entry from the adjacent landowner. If any damage should occur on said landowner's property vendor is solely responsible for the total cost of repair of said damage.
- 3.6 Hours of Work – Day light and traffic conditions permitting (5) days a week, up to 10 hours a day. The vendor shall begin work within 15 business days of notification.
- 3.7 Prior approval for Holiday work shall be obtained from the Division of Highways' District Engineer/Manager. These hours worked will be paid at the regular per hour rate.
- 3.8 The Agency shall perform all traffic control.

4.0 *VENDOR(S) RESPONSIBILITIES*

- 4.1 Vendor(s) will supply all labor and equipment for removal of requested tree(s), including chippings, fuel and maintenance of all necessary equipment.
- 4.2 Equipment which may cause pavement damage and/or turf rutting shall not be operated/ utilized in the performance of this contract. If damage does occur, vendor is solely responsible for total cost to repair said damage. Repairs are to be made in accordance with WVDOH specifications in a timely fashion.

4.3 The Equipment and Personnel used to perform the work shall conform to meet the standard as required by OSHA 29 C.F.R. Parts 1910.269 and 1910.333 Job skills required by OSHA 1910.269 are listed in annex B of ANSI-Z133.1 -1994.

4.4 Vendor(s) are required to provide a certificate verifying current Worker's Compensation coverage for Vendor's employees.

5.0 SUBCONTRACTORS

5.1 The Vendor is solely responsible for all work performed under the contract. Vendor is required to assume prime contractor responsibility for all services offered and products to be delivered. The Agency will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent, enter into written subcontracts for performance of work under this contract. The Vendor is responsible for payment to the subcontractor. The Vendor is also responsible for any penalties that might be assessed against any subcontractor for nonperformance

6.0 COMPLIANCE WITH LAW AND REGULATION

6.1 The Vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the United States, the State of West Virginia, and political subdivision (local) in which work under this contract is performed. The vendor(s) further agree to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and local Government regulations.

7.0 INSURANCE

7.1 The Vendor, as an independent contractor is solely liable for the acts and omissions of its employees and agents. The successful vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents or employees in the following amounts: For bodily injury (including death): \$500,000 per person up to one million dollars per occurrence. For property damage: Up

to 250,000 dollars per occurrence. Proof of insurance must be provided by the Vendor prior to the award.

8.0 DOWN EQUIPMENT

8.1 Equipment shall be considered down if it is out of production due to mechanical failure or other conditions and no pay will be authorized until production is resumed. The Division of Highways will not pay for time for fueling or while maintenance of equipment is being performed.

9.0 WORKMANSHIP

9.1 It is the expectation of the Division of Highways that the Vendor complete the job in the best possible reasonable timeframe while meeting all requirements of the project itself. Reasonable production standards will be based on the complexity of task at hand.

10.0 MOBILIZATION

10.1 A one time, one way, mobilization/demobilization fee will be paid per job.

11.0 INVOICING

11.1 Vendor and Agency will agree upon total work hours at the end of each day. Both will sign off on total hours. A log will be kept and shall be attached to the invoice. Hourly billing shall occur upon job site arrival. Work shall be invoiced on a monthly or job by job basis. After the completion of the contracted job.

11.2 The Vendor must send an invoice to the appropriate requesting County location:

W.V.D.O.H.
Berkeley County Headquarters
1867 Rock Cliff Drive
Martinsburg, WV 25401

W.V.D.O.H.
Grant County Headquarters
HC 59, Box 245
Petersburg, WV 26847

W.V.D.O.H.
Hampshire County Headquarters
HC 64, Box 232
Romney, WV 26757

W.V. D.O.H.
Hardy County Headquarters
2104 SR 55
Moorefield, WV 26836

W.V.D.O.H.
Jefferson County Headquarters
1301 Leetown Pike
Kearneysville, WV 25430

W.V.D.O.H.
Mineral County Headquarters
HC 72, Box 72AA
New Creek, WV 26743

W.V.D.O.H.
Morgan County Headquarters
166 DOH Lane
Berkeley Springs, WV 25411

12.0 BIDDING & ORDERING PROCEDURE

- 12.1 Agency will contact the lowest bidder for the first Release Order for the given county. If this vendor is unable to perform the service, the Agency shall go to the second lowest bidder for the given county.
- 12.2 As the Agency needs tree removal services, the Agency will provide a quote sheet to all contracted Vendors and quotes will be obtained for the given job. The Vendor providing the lowest reasonably priced job quote will be awarded the release.

- 12.3 Bids are to be submitted on a job by job basis.
- 12.4 Vendors will have the opportunity to review each job site(s) before submitting their price quote, should they so desire.
- 12.5 All bids are to be submitted on the provided Cost Quote Sheet to the Agency within five (5) business days from receipt. Vendors who fail to provide cost quotes in the required time frame will be disqualified.
- 12.6 Any qualification of bids or any modification of the specification or conditions governing the bid(s) will be cause for rejection of bid(s).
- 12.7 Vendor's performance on any project/Release Order may be considered when awarding any subsequent Release Orders.
- 12.8 In the event a Vendor fails to conform to the requirements set out in this contract document, the Agency Release or the governing specification, may be canceled and re-award to the next low bidder.

13.0 AWARD

- 13.1 Each Vendors who meets the specification requirements will be awarded a contract. The award will be made in the best interest of the State of West Virginia, Division of Highways, to the lowest responsible bidder(s) that meet the requirements listed in this RFQ. The Agency reserves the right to make multiple awards based on the capacity of each Vendor beginning with the lowest responsible bidder:

NOTE:

Vendor should submit the following required documents with the bid.

Business Registration Certificate from the Secretary of State's Office
WV Contractors License

Current Certificate of Liability Insurance & WV Workers Compensation Certificate

Certificate Holder to read: WV Division of Highways
1900 Kanawha Boulevard
Charleston, WV 25305

Cost Sheet
 RFQ#: 0512C0422
 Tree Removal In District Five

Vendor Name: A.L.L. Construction Inc.

County: **Berkeley County**

Berkeley County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being left on site</i> . Debris cleaned up.	40	Hours	495.00	\$ 19,800.00
2	All Inclusive mobilization/demobilization fee	5	Jobs	1000.00	\$ 5000.00
Total (sum of extended amount column)					\$ 24,800.00

Berkeley County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being taken by vendor</i> . Debris cleaned up.	40	Hours	595.00	\$ 23,800.00
2	All Inclusive mobilization/demobilization fee	5	Jobs	1000.00	\$ 5000.00
Total (sum of extended amount column)					\$ 28,800.00

Grand Total (sum of debris left and taken)	\$ 53,600.00
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Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost

NOTE: VENDOR SHOULD TYPE COST SHEET

The "Cost Sheet" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

Cost Sheet
 RFQ# 0512C0422
 Tree Removal in District Five

Vendor Name: A.L.L. Construction Inc.

County: Grant County

Grant County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being left on site</i> . Debris cleaned up.	40	Hours	495.00	\$ 19800.00
2	All inclusive mobilization/demobilization fee	5	Jobs	200.00	\$ 1000.00
Total (sum of extended amount column)					\$ 20800.00

Grant County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being taken by vendor</i> . Debris cleaned up.	40	Hours	595.00	\$ 23800.00
2	All inclusive mobilization/demobilization fee	5	Jobs	200.00	\$ 1000.00
Total (sum of extended amount column)					\$ 24800.00

Grand Total (sum of debris left and taken)					\$ 45,600.00
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Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost

Cost Sheet
RFQ#: 0512C0422
Tree Removal In District Five

Vendor Name: A.L.L. Construction Inc.

County : Hampshire County

Hampshire County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being left on site</i> . Debris cleaned up.	40	Hours	495.00	\$ 19800.00
2	All Inclusive mobilization/demobilization fee	5	Jobs	250	\$ 1250.00
Total (sum of extended amount column)					\$ 21050.00

Hampshire County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being taken by vendor</i> . Debris cleaned up.	40	Hours	595.00	\$ 23800.00
2	All Inclusive mobilization/demobilization fee	5	Jobs	250.00	\$ 1250.00
Total (sum of extended amount column)					\$ 25050.00

Grand Total (sum of debris left and taken)	\$ 46100.00
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Cost Sheet
 RFQ#: 0512C0422
 Tree Removal in District Five

Vendor Name: A.L.C. Construction Inc.

County: **Hardy County**

Hardy County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being left on site</i> . Debris cleaned up.	40	Hours	495.00	\$ 19800 .00
2	All inclusive mobilization/demobilization fee	5	Jobs	200.00	\$ 1000 .00
Total (sum of extended amount column)					\$ 20,800 .00

Hardy County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being taken by vendor</i> . Debris cleaned up.	40	Hours	\$95.00	\$ 23800 .00
2	All inclusive mobilization/demobilization fee	5	Jobs	200.00	\$ 1000 .00
Total (sum of extended amount column)					\$ 24800 .00

Grand Total (sum of debris left and taken)				\$ 45,600 .00
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Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost

Cost Sheet
 RFQ#: 0512C0422
 Tree Removal In District Five

Vendor Name: A.L.L. Construction Inc.

County : Jefferson County

Jefferson County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being left on site</i> . Debris cleaned up.	40	Hours	495.00	\$ 19,800.00
2	All inclusive mobilization/demobilization fee	5	Jobs	1200.00	\$ 6000.00
Total (sum of extended amount column)					\$ 25,800.00

Berkeley County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being taken by vendor</i> . Debris cleaned up.	40	Hours	595.00	\$ 23,800.00
2	All inclusive mobilization/demobilization fee	5	Jobs	2000.00	\$ 10,000.00
Total (sum of extended amount column)					\$ 33,800.00

Grand Total (sum of debris left and taken)					\$ 59,600.00
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Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost

Cost Sheet
 RFQ#: 0512C0422
 Tree Removal In District Five

Vendor Name: A.L.L. Construction Inc.

County: Mineral County

Mineral County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being left on site</i> . Debris cleaned up.	40	Hours	495.00	\$ 19800 .00
2	All inclusive mobilization/demobilization fee	5	Jobs	400.00	\$ 2000 .00
Total (sum of extended amount column)					\$21800 .00

Mineral County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being taken by vendor</i> . Debris cleaned up.	40	Hours	595.00	\$ 23800 .00
2	All inclusive mobilization/demobilization fee	5	Jobs	400.00	\$ 2000 .00
Total (sum of extended amount column)					\$25800 .00

Grand Total (sum of debris left and taken)	\$ 47600 .00
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Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost.

Cost Sheet
 RFQ#: 0512C0422
 Tree Removal In District Five

Vendor Name: A.L.L. Construction Inc.

County: **Morgan County**

Morgan County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being left on site</i> . Debris cleaned up.	40	Hours	495.00	\$ 19800 .00
2	All inclusive mobilization/demobilization fee	5	Jobs	800.00	\$ 4000 .00
Total (sum of extended amount column)					\$ 23800 .00

Morgan County					
Item Number	Description	Estimated Usage	Unit of Measure	Unit Cost	Extended Amount
1	Saw and Chipper with wood <i>being taken by vendor</i> . Debris cleaned up.	40	Hours	595.00	\$ 23800 .00
2	All inclusive mobilization/demobilization fee	5	Jobs	800.00	\$ 4000 .00
Total (sum of extended amount column)					\$ 27800 .00

Grand Total (sum of debris left and taken)					\$ 51600 .00
--	--	--	--	--	--------------

Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost



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

0512C0422

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

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A.L.L. Construction, Inc.
PO Box 232
Mt. Storm, WV 26739

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2012				

BID OPENING DATE: 05/02/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				ISSUED TO CHANGE BID OPENING DATE FROM 04/25/2012 AT 1:30 P.M. TO 05/02/2012 AT 1:30 P.M AND TO INCLUDE EXHIBIT 10 ADDENDUM ACKNOWLEDGEMENT FORM.		
0001	1	LS		968-88		
				TREE REMOVAL		
				***** THIS IS THE END OF RFQ 0512C0422 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304 693 7131	5/12/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	550700300	

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

0512C0422

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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A.L.L. Construction, Inc.
PO Box 232
Mt. Storm, WV 26739

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/01/2012				

BID OPENING DATE: 05/16/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 02						
ISSUED TO CHANGE BID OPENING DATE AND TIME FROM 05/02/2012 AT 1:30 P.M. TO 05/16/2012 AT 1:30 P.M. AND TO ADDRESS TECHNICAL QUESTIONS PER THE ATTACHED.						
001	1	LS		958-88		
	TREE REMOVAL					
***** THIS IS THE END OF RFQ 0512C0422 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 693 7131	5/12/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>VP</i>	550700 300	

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

EXHIBIT 10

REQUISITION NO.: RFQ 0512C0422

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 *JR*NO. 2 *JR*

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.



SIGNATURE*A.L.L. Construction Inc*

COMPANY*5/2/12*

DATE

REV. 11/96

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**A L L CONSTRUCTION INC
PO BOX 92
MOUNT STORM, WV 26739-0092**

BUSINESS REGISTRATION ACCOUNT NUMBER: **1041-1516**

This certificate is issued on: 06/29/2010

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with W.Va. Code § 11-12.*

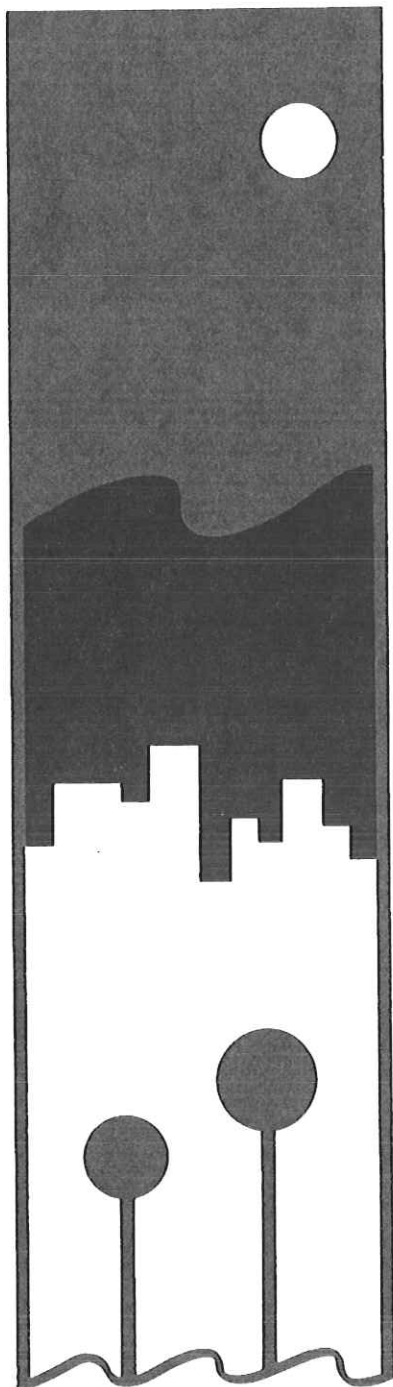
*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV010638

Classification:

GENERAL ENGINEERING

A L L CONSTRUCTION INC
DBA A L L CONSTRUCTION INC
PO BOX 232
MOUNT STORM, WV 26739-0092

Date Issued

OCTOBER 05, 2011

Expiration Date

OCTOBER 05, 2012

Authorized Company Signature

Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



MA112500000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (304) 346-0611 Wells Fargo Insurance Services of West Virginia Inc. One Hillcrest Drive East Charleston, WV 25311-1697	CONTACT NAME: Sherry Hersman PHONE (A/C, No, Ext): 304-347-0631 E-MAIL ADDRESS: sherry.hersman@wellsfargo.com FAX (A/C, No): 304-347-0605																					
INSURED A.L.L. Construction Inc. P O Box 232 Mt. Storm, WV 26739	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>The Travelers Indemnity Co of America</td><td>25666</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER D:</td><td>Traveler's Property & Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Travelers Indemnity Co of America	25666	INSURER B:	Travelers Property Casualty Co of America	25674	INSURER C:	Travelers Indemnity Company	25658	INSURER D:	Traveler's Property & Casualty Co of America	25674	INSURER E:			INSURER F:		
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INSURER D:	Traveler's Property & Casualty Co of America	25674																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 4229457**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DTC05614B259TIA11	08/27/11	08/27/12	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
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	\$																											
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			DT8105614B259TIL11	08/27/11	08/27/12	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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BODILY INJURY (Per accident)	\$																											
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		DTSMCUP5614B259IND11	08/27/11	08/27/12	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>5,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	5,000,000	AGGREGATE	\$	5,000,000		\$													
EACH OCCURRENCE	\$	5,000,000																										
AGGREGATE	\$	5,000,000																										
	\$																											
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	DTOUB5A33402111	08/27/11	08/27/12	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td></td><td></td></tr><tr><td>OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS			OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDERWest Virginia Department of Highways
1900 Kanawha Blvd
Charleston, WV 25305**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 owed is an amount greater than one thousand dollars in the aggregate.

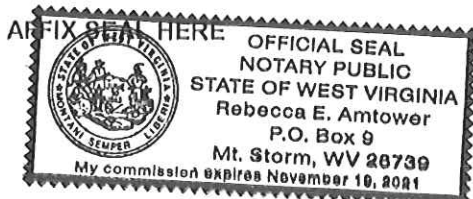
DEFINITIONS:

"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.

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 SIGNATUREVendor's Name: A.C.C. Construction Inc.Authorized Signature: [Signature] Date: 5/12/12State of WVCounty of Grant, to-wit:Taken, subscribed, and sworn to before me this 14 day of May, 2012.My Commission expires November 19, 2021.

NOTARY PUBLIC

[Signature]