



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:  
 DEP13917

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/08/2007				

BID OPENING DATE: 06/19/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 2 *****</p> <p>ADDENDUM ISSUED FOR THE MCALPRIN ERODING DUMP PROJECT TO DISTRIBUTE THE MANDATORY PRE-BID SIGN-IN SHEET AND TO ADD THE FOLLOWING SPECIFICATIONS AND BID REQUIREMENTS REGARDING INSURANCE.</p> <p>PLEASE NOTE THE FOLLOWING RAILROAD PROTECTIVE LIABILITY INSURANCE REQUIREMENTS REQUIRE THE SUCESSFUL VENDOR TO PROVIDE TO THE STATE OF WEST VIRGINIA ADDITIONAL INSURANCE DOCUMENTATION SUBMISSIONS ACCOMPANYING THOSE REQUIRED IN EXHIBIT 5 OF THE ORIGINAL REQUEST FOR QUOTATION. SPECIFICALLY, THE PROOF OF GENERAL LIABILITY INSURANCE CERTIFICATE THAT NAMES THE STATE OF WEST VIRGINIA AS THE CERTIFICATE HOLDER WILL ALSO HAVE TO INCLUDE THE BEAVER COAL COMPANY, LTD., COAL FILLERS, INC., &amp; NORFOLK SOUTHERN RAILROAD COMPANY AS ADDITIONAL INSURED.</p> <p>ALSO, IN ACCORDANCE WITH SECTION 10.4.C., THE CERTIFICATE WILL NEED TO INCLUDE A SINGLE LIMIT OF LIABILITY IN THE AMOUNT OF \$2,000,000.00 FOR BODILY INJURY AND PROPERTY DAMAGE PER OCCURANCE WITH AN AGGREGATE OF \$6,000,000.00 FOR EACH ANNUAL POLICY PERIOD.</p> <p>BID DATE AND OPENING TIME REMAIN UNCHANGED AS 06/19/2007 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

**SIGNED BID TO:**

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

McAlpin Eroding Dump  
Req. No. DEP13917  
Addendum #2

1.) General Conditions 10.1 (a) – Add the following:

“Said insurance shall include Beaver Coal Company, Ltd and Coal Fillers, Inc. as additional named insureds.”

2.) Add General condition 10.4 as follows:

10.4 RAILROAD PROTECTIVE LIABILITY INSURANCE

Prior to construction activities on the Norfolk Southern Railway Company property, the following conditions shall apply:

- (a) The contractor is to notify the Railroad's Engineering Representative, Mr. G. A. Shepard (telephone 304-325-4277) at least forty-eight (48) hours before proceeding with the work on Railroad property and shall abide by the instructions of said Division Superintendent insofar as the safety of the Railroad is concerned.
- (b) The Railroad shall furnish such personnel, flagmen or watchmen which in its opinion are necessary to protect the facilities and traffic of the Railroad during the performance of said work and the contractor shall reimburse the Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill(s) therefor.
- (c) The contractor is required to obtain, before work is commenced on Railroad property, and keep in effect until work is completed and accepted, a Railroad Protective Liability Insurance Policy in the name of the Railroad; said policy to be in form prescribed in Part 656 Subpart A of Chapter I of Title 23 of the Code of Federal Regulations, or in Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, subsection 2, and to have a single limit of liability in the amount of two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence, with an aggregate of six million dollars (\$6,000,000.00) for each annual policy period. The original policy must be submitted to and approved by Railroad's Director-Insurance, c/o Norfolk Southern Corporation, 110 Franklin Road, Roanoke, Virginia 24042.
- (d) The Contractor is to promptly notify said Railroad representative of any loss, damage, injury or death arising out of or in connection with said work to be performed.

3.) Construction Specification 2.5 Additional Specifications:

Now reads: “West Virginia Division of Highways publications entitled “Standard Specifications, Roads and Bridges” adopted 2000,”

To read: “West Virginia Division of Highways publications entitled “Standard Specifications, Roads and Bridges” newest addition,”

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

PRINT LEGIBLY

RFQ # : DEP 13912  
Project: McAlpin Eroding Dump Phase II

Bid Date: 6/19/07  
Pre-Bid Date: 5/31/07

Name : GARY Long  
Company: McCourt & Son Const. Inc  
Address: 2790 Centralia Rd  
Sutton WV 26601  
Phone #: 304 765-5288  
Fax #: 304 765-5293  
Email : \_\_\_\_\_

Name : ANN WATSON  
Company: EASTERN ARROW  
Address: P.O. BOX 365  
CHARLTN HTS WV  
25040  
Phone #: 304-332-5522  
Fax #: 304-332-5525  
Email : easternarrow@hotmail.com

Name : Bernie STUART  
Company: CONGILL VP INC.  
Address: PO BOX 243  
SIMPSON WV  
26435  
Phone #: 304-739-4397  
Fax #: 304-739-4397  
Email : \_\_\_\_\_

Name : Kevin Bradford  
Company: Pineville Paving & Excavating Inc.  
Address: P.O. Box 1290  
Pineville WV 24874  
Phone #: 304-732-8303  
Fax #: 304-732-7855  
Email : KDBPPI@AOL.COM

Name : Roger L. Collins Jr.  
Company: Collins Build & Contracting INC.  
Address: 390 Corley Rd.  
Flintwoods, WV 26021  
FLATWOODS  
Phone #: 765-3521  
Fax #: 765-3521  
Email : \_\_\_\_\_

Name : DAVID H. BOWMAN  
Company: GREEN MOUNTAIN CO.  
Address: 511 50th STREET  
Charleston WV  
25303  
Phone #: 304 925 0253  
Fax #: 304 925 9230  
Email : Jody Mays AOL.COM

Name : BASIL CARPENTER  
Company: JANOB EX INC  
Address: 333 A Coll Rd Ches wv  
25312  
Phone #: 304 546-1601  
Fax #: 304 984-3528  
Email : \_\_\_\_\_

Name : MASON WHEELER JR  
Company: SEVENSON ENVIR. SVCS.  
Address: 240 ROCK SPRINGS RD.  
DELMONT, PA 15626  
Phone #: 724 468-3377  
Fax #: 724-468-3344  
Email : \_\_\_\_\_

HEADQUARTERS

2007 MAY 31 PM 2:32

RECEIVED AML

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

004

PRINT LEGIBLY

RFQ # : DEP13917  
Project: McAlpin Ending Dump Phase II

Bid Date: 6/19/07  
Pre-Bid Date: 5/31/07

Name : DERRICK SEARS  
Company: Foster Supply  
Address: PO Box 488  
Scott Depot WV 25560

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304-553-6565  
Fax #: 304-755-8280  
Email : DSEARS@FOSTER-SUPPLY.COM

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO BX 13015  
Sissonville, WV  
25360

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304-984-1115  
Fax #: 304-984-2770  
Email : Rcarpen103@aol.com

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Dale Thornton  
Company: Thornton Const Co Inc  
Address: PO Box 15279 Charleston WV

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 984 2299  
Fax #: 984 2334  
Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : GARY COVAY  
Company: G. A. Covay Engineering  
Address: P.O. Box 185  
Sutton WV 26601

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304 364 4100  
Fax #: 364 5100  
Email : g.covay@RTOL.net

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_