



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
669C0025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

McBoy Construction

Rt. 1, Box 1-1A
 Salt Rock, WV 25559

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/29/2009				

BID OPENING DATE: 02/11/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-08		
POWER EARTH AND ROCK AUGERS/DRILLS W/OPERATORS						
OPEN END CONTRACT						
TO PROVIDE POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR FOR DRILLING HOLES FROM 12 INCHES TO 36 INCHES IN DIAMETER THROUGH EARTH AND ROCK.						
THIS CONTRACT SHALL CONSIST OF THE VENDOR FURNISHING POWER EARTH AND ROCK AUGERS/DRILLS, FULLY OPERATED INCLUDING FUEL, MAINTENANCE AND ALL OTHER NECESSARY EQUIPMENT TO PRE-BORE AND INSTALL PILLING OF VARIOUS SIZES FOR SLIDE CORRECTION AND STRUCTURE FOUNDATION AT VARIOUS LOCATIONS. THE WEST VIRGINIA DIVISION OF HIGHWAYS WILL FURNISH THE PILLING.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND						

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 fee.
5. 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.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2402

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VENDOR

McBoys Construction

Rt. 1, Box 1-1A
 Salt Rock, WV 25559

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/29/2009				

BID OPENING DATE: 02/11/2009 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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

GNATURE	TELEPHONE	DATE
TLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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DIVISION OF HIGHWAYS
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McBoys Construction

Rt. 1, Box 1-1A
 Salt Rock, WV 25559

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 04/11/2001

EXHIBIT 10

REQUISITION NO.:

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 *K.M.*

NO. 2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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FILE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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669C0025

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**MICHAEL AUSTIN
 304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE

McLoy Construction

Rt. 1, Box 1-1A
 Salt Rock, WV 25559

SHIP TO

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01/29/2009				

ID OPENING DATE: **02/11/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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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.

Keith McLoy.....
 SIGNATURE

McLoy Const. Co.
 COMPANY

2-10-09.....
 DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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RFQ COPY

TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
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McCoys Construction

Rt. 1, Box 1-1A
 Salt Rock, WV 25559

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/29/2009				

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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: 33
 RFQ. NO.: 669C0025
 BID OPENING DATE: *2/11/09*
 BID OPENING TIME: *1:30 P.M.*

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304 733 5714

CONTACT PERSON (PLEASE PRINT CLEARLY):

Keith McCoy

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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LE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

McCoy Construction

Rt. 1, Box 1-1A
 Salt Rock, WV 25559

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/29/2009				

BID OPENING DATE: **02/11/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 669C0025 ***** TOTAL: _____						

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Equipment, workmanship and mobilization furnished under this contract shall meet the following requirements:

1. **EQUIPMENT REQUIREMENT**

- A. Drill shall be mounted on a turntable base with a 240-degree rotation and a 30-inch slide stroke at any point in the arc of rotation.
- B. Drill shall possess a power plant and a mechanical drill assembly, which delivers 35,000 foot-pounds of torque to the Kelly bar, which rotate the Auger or Core Barrel.
- C. Drill shall be equipped with a power plant and mechanical or hydraulic mechanism capable of exerting a down pressure or crowding force of at least 12,000 pounds.
- D. Drill shall be equipped with power and mechanical mechanism to operate a service hoist for installing piles; the hoist system shall have a lifting capacity of 8,000 pounds and be capable of installing (40') piling.
- E. Drill shall be equipped with two (2) hydraulic outriggers and jacks in the front area and two (2) hydraulic outriggers and jacks in the rear of the drill carrier for fast and efficient leveling purposes. The outriggers are not required on track mounted drills.
- F. Vendor shall furnish Augers, Core Barrels, Rock Cutting Teeth, Muck Bucket and Casing which are in good condition. Rock Cutting Teeth shall be of the type and quality comparable to the "Kenametal" brand. Vendor shall, also, furnish all water needed for drilling purposes. All drills are to have at least one operator and one helper present during drilling.

2. **MOBILIZATION**

One time one way mobilization shall be paid by the Division of Highways for moving of said equipment from the contractor's base of operations to the work site specified in the State Contract Order (SCO) and/or from one Division of Highways work site to another, whichever mileage would be of lesser cost to the Division of Highways. The most direct suitable route from the contractor's base of operations to the work site or between work sites will be agreed upon by the Division of Highways and the contractor as mileage for calculation of Mobilization. The exact location of the contractor's base of operations must be stated on each quotation sheet (mailing address is not adequate).

3. **SITE PREPARATION, PLANS, STAKE-OUT, HOLE SIZE AND PILE INSTALLATION**

The West Virginia Division of Highways will, in advance of drilling operations, prepare the sites for safe and efficient work. This shall be done in collaboration with the Vendor, or his authorized representative. The Vendor and the West Virginia Division of Highways will jointly determine that safe working conditions do exist and either party will have the right to refuse to perform work if, in their opinion, unsafe working conditions exist.

The West Virginia Division of Highways will provide plans and stakeout of all work to be performed. The location of holes and piles to be installed shall be shown on the plans or directed by the District Engineer/Manager or his designee.

The depth of each hole, angle of inclination from the vertical and the length of each pile shall be shown on the plans, or directed by the District Engineer/Manager or his designee.

The West Virginia Division of Highways will perform required splicing of piles and pile cutoff. Piles shall be furnished, delivered and positioned on the site by the West Virginia Division of Highways so that they are conveniently available for immediate installation at each hole.

The size of holes will be governed by the size of piles. In general, the hole should be at least two (2) inches greater in diameter than the maximum dimension of pile to be installed. In conditions where boulders, etc., are encountered, the hole diameter may have to be considerably larger than the maximum dimensions of the pile. Piles shall be installed immediately after each hole is drilled, unless otherwise directed by the District Engineer/Manager or his designee.

4. **DOWN EQUIPMENT**

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 time for fueling, lubrication and warm-up of the unit (s).

5. **WORKMANSHIP**

The West Virginia Division of Highways reserves the right to terminate the usage of any drill, which does not perform work in conformance with reasonable production standards.

Production standards will be based on historical performance data under similar circumstances.

Only firms who show evidence of employment of qualified and experienced operators who have satisfactory performance reputation in this specialized field will be considered.

6. **BASIS OF PAYMENT**

The Vendor may invoice the West Virginia Division of Highways for hours worked on a semi-monthly basis (half and end of month).

Hours worked must be verified and substantiated on a daily basis by an authorized representative of the West Virginia Division of Highways. Payment for hours worked shall include the time required to position equipment, drill and place piles. Down, warm-up and equipment maintenance time will not be considered as work hours. The Vendor shall supply the Division of Highways with daily work tickets as verification of hours worked.

7. **BIDDING INSTRUCTIONS**

Bidder shall submit a separate bid sheet for each proposed equipment unit.

The Vendor shall quote a single hourly rate for each drill unit proposed, which shall be full compensation for all equipment rental and required operators up to a standard 40 hour workweek. For hours beyond 40 hours in a workweek, the Vendor shall quote a rate per hour to cover overtime costs of labor only and that amount will be added to the operating rate for all additional operating hours beyond 40 hours in a workweek.

The cost of auger and core barrel resurfacing shall be included in unit price bid for operating rate.

The Vendor shall quote for the additional pay items of casing pipe and crane mats which may be needed occasionally when directed by the Engineer.

8. AWARD OF CONTRACT

The award of this contract shall be made to all bidders submitting a bid, which meets the specifications.

9. AWARD OF STATE CONTRACT ORDER (SCO)

The District Engineer/Manager shall issue the SCO to the low bidder based on type and size of equipment required and the lowest projected cost. The SCO shall specify the type and size of equipment required for the project. The projected cost is the estimated hours to complete the project multiplied by the Vendor's hourly rate plus the mobilization costs. Refer to the section titled "Mobilization" for a full explanation of Mobilization Cost.

In the event the low bidder for a particular project cannot perform, the District Engineer/Manager shall have the option to contact the next low bidder. The District Engineer/Manager shall document in writing the Vendor's inability to perform and award to the next low bidder. Vendors must notify the District Engineer/Manager of their ability to perform, within five (5) days of their receipt of a State Contract Order (SCO), or the SCO may be cancelled.

In the event of an emergency situation, the District Engineer/Manager may require notification of a Vendor's ability to perform within twenty-four (24) hours of their receipt of a State Contract Order (SCO).

Each SCO for hiring Power Earth and Rock Augers/Drills with Operators must list the tentative date the project is to begin. Work on the project shall be continuous unless approved by the District Engineer/Manager.

Vendors performance on any project may be considered when awarding subsequent State Contract Orders (SCO's).

Prior approval for Holiday work shall be obtained from the District Engineer/Manager. The official Holidays are New Year's, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, West Virginia Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Election (Primary and General) Day, and other days proclaimed by the President or Governor.

10. WAGE RATES

The Contractor or Subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates as established for *various* counties, pursuant to West Virginia Code §21-5A, ET SEQ.

11. WORKER'S COMPENSATION

Vendor is required to provide a certificate from Worker's Compensation if successful.

12. INSURANCE

Successful Vendor shall furnish proof of coverage of commercial General Liability Insurance prior to issuance of a contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$250,000.

13. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by State DOT agency for orders as a condition of award.

QUOTATION SHEET

DISTRICT ONE COUNTIES: BOONE, CLAY, KANAWHA, MASON, PUTNAM

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:

BASE OF OPERATIONS (Exact Location)	<i>McBoy Construction</i> Rt. 1, Box 1-1A Salt Rock, WV 25559		
MANUFACTURER	<i>Watson</i>		
MODEL NUMBER	<i>2500 C</i>		
EQUIPMENT MODIFICATIONS AND ADDITIONS	<i>90'</i>		
SERIAL NUMBER	<i>#96</i>		
HOLE DIAMETER	<i>12"-48"</i>	<u>MINIMUM</u> <u>12"</u>	<u>MAXIMUM</u> <u>48"</u>
DEGREE OF ROTATION	<i>360°</i>		
SLIDE STROKE	<i>42"</i>		
FOOT POUNDS OF TORQUE	<i>81,000 lbs</i>		
DOWN PRESSURE/CROWDING FORCE	<i>24,000 lbs</i>		
HOLE DEPTH	<i>90'</i>		
OPERATING RATE:	<u>\$ 200⁰⁰ per hr.</u>		
ADDITIONAL CHARGE FOR OVERTIME BEYOND 40 HOUR WORKWEEK: (Note 1)	<u>\$ 40⁰⁰ per hr.</u>		
MOBILIZATION:	<u>\$ 10⁰⁰ per mile</u>		
CASING PIPE: (Note 2)	<u>\$ 15⁰⁰ per lineal feet</u>		
CRANE MATS: (Note 3)	<u>\$ 1500⁰⁰ per project site</u>		

- Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover overtime costs beyond 40 hours.
- Note 2: To be used when requested by the Engineer.
- Note 3: To be used when requested by the Engineer.

QUOTATION SHEET

DISTRICT TWO COUNTIES: CABELL, LOGAN, LINCOLN, MINGO, WAYNE

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:BASE OF OPERATIONS
(Exact Location)*McBoys Construction*

Rt. 1, Box 1-1A

Salt Rock, WV 25559

MANUFACTURER

MODEL NUMBER

Watson
2500 CEQUIPMENT MODIFICATIONS
AND ADDITIONS

SERIAL NUMBER

96

HOLE DIAMETER

MINIMUM12"MAXIMUM48"

DEGREE OF ROTATION

360°

SLIDE STROKE

42"

FOOT POUNDS OF TORQUE

81 000 ft lbs

DOWN PRESSURE/CROWDING FORCE

24,000 lbs

HOLE DEPTH

90 feet

OPERATING RATE:

\$ 195 per hr.

ADDITIONAL CHARGE FOR OVERTIME BEYOND

40 HOUR WORKWEEK: (Note 1)

\$ 40 per hr.

MOBILIZATION:

\$ 10 per mile

CASING PIPE:

(Note 2)

\$ 15 per lineal feet

CRANE MATS:

(Note 3)

\$ 1500 per project site

Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover
overtime costs beyond 40 hours.

Note 2: To be used when requested by the Engineer.

Note 3: To be used when requested by the Engineer.

QUOTATION SHEET

DISTRICT THREE COUNTIES: CALHOUN, WOOD, PLEASANTS, WIRT, RITCHIE,
ROANE, JACKSON

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:

BASE OF OPERATIONS (Exact Location) *McBoy Construction*
Rt. 1, Box 1-1A
Salt Rock, WV 25559

MANUFACTURER *Waton*
MODEL NUMBER *2500 C*

EQUIPMENT MODIFICATIONS AND ADDITIONS

SERIAL NUMBER *# 96*

	<u>MINIMUM</u>	<u>MAXIMUM</u>
HOLE DIAMETER	<u>12"</u>	<u>48"</u>

DEGREE OF ROTATION *360°*

SLIDE STROKE *42"*

FOOT POUNDS OF TORQUE *81,000 lbs*

DOWN PRESSURE/CROWDING FORCE *29,000 lbs*

HOLE DEPTH *90'*

OPERATING RATE: \$ 200⁰⁰ per hr.

ADDITIONAL CHARGE FOR OVERTIME BEYOND 40 HOUR WORKWEEK: (Note 1) \$ 40⁰⁰ per hr.

MOBILIZATION: \$ 10 per mile

CASING PIPE: (Note 2) \$ 15 per lineal feet

CRANE MATS: (Note 3) \$ 1500 per project site

- Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover overtime costs beyond 40 hours.
- Note 2: To be used when requested by the Engineer.
- Note 3: To be used when requested by the Engineer.

QUOTATION SHEET

**DISTRICT FOUR COUNTIES: TAYLOR, MARION, PRESTON, HARRISON,
DODDRIDGE, MONONGALIA**

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:

**BASE OF OPERATIONS
(Exact Location)**

*1211 1/2 mile, 1st
N. of the school*

MANUFACTURER

MODEL NUMBER

**EQUIPMENT MODIFICATIONS
AND ADDITIONS**

SERIAL NUMBER

NO/BID

MINIMUM

MAXIMUM

HOLE DIAMETER

DEGREE OF ROTATION

SLIDE STROKE

FOOT POUNDS OF TORQUE

DOWN PRESSURE/CROWDING FORCE

HOLE DEPTH

OPERATING RATE:

\$ _____ per hr.

ADDITIONAL CHARGE FOR OVERTIME BEYOND

40 HOUR WORKWEEK: (Note 1)

\$ _____ per hr.

MOBILIZATION:

\$ _____ per mile

CASING PIPE: (Note 2)

\$ _____ per lineal feet

CRANE MATS: (Note 3)

\$ _____ per project site

**Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover
overtime costs beyond 40 hours.**

Note 2: To be used when requested by the Engineer.

Note 3: To be used when requested by the Engineer.

QUOTATION SHEET

DISTRICT FIVE COUNTIES: BERKELEY, MINERAL, HAMPSHIRE, MORGAN, JEFFERSON,
GRANT, HARDY

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:

BASE OF OPERATIONS
(Exact Location)

MANUFACTURER

MODEL NUMBER

EQUIPMENT MODIFICATIONS
AND ADDITIONS

SERIAL NUMBER

NO / BID

MINIMUM

MAXIMUM

HOLE DIAMETER

DEGREE OF ROTATION

SLIDE STROKE

FOOT POUNDS OF TORQUE

DOWN PRESSURE/CROWDING FORCE

HOLE DEPTH

OPERATING RATE:

\$ _____ per hr.

ADDITIONAL CHARGE FOR OVERTIME BEYOND

40 HOUR WORKWEEK: (Note 1)

\$ _____ per hr.

MOBILIZATION:

\$ _____ per mile

CASING PIPE: (Note 2)

\$ _____ per lineal feet

CRANE MATS: (Note 3)

\$ _____ per project site

Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover
overtime costs beyond 40 hours.

Note 2: To be used when requested by the Engineer.

Note 3: To be used when requested by the Engineer.

QUOTATION SHEET

DISTRICT SIX COUNTIES: BROOKE, HANCOCK, MARSHALL, OHIO, TYLER, WETZEL

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:

BASE OF OPERATIONS
(Exact Location)

MANUFACTURER

MODEL NUMBER

EQUIPMENT MODIFICATIONS
AND ADDITIONS

SERIAL NUMBER

No/Bid

MINIMUM

MAXIMUM

HOLE DIAMETER

DEGREE OF ROTATION

SLIDE STROKE

FOOT POUNDS OF TORQUE

DOWN PRESSURE/CROWDING FORCE

HOLE DEPTH

OPERATING RATE:

\$ _____ per hr.

ADDITIONAL CHARGE FOR OVERTIME BEYOND
40 HOUR WORKWEEK: (Note 1)

\$ _____ per hr.

MOBILIZATION:

\$ _____ per mile

CASING PIPE: (Note 2)

\$ _____ per lineal feet

CRANE MATS: (Note 3)

\$ _____ per project site

Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover
overtime costs beyond 40 hours.

Note 2: To be used when requested by the Engineer.

Note 3: To be used when requested by the Engineer.

QUOTATION SHEET

DISTRICT SEVEN COUNTIES: BARBOUR, LEWIS, BRAXTON, GILMER, UPSHUR, WEBSTER

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:

BASE OF OPERATIONS
(Exact Location)

McBoy Construction

Rt. 1, Box 1-1A
Salt Rock, WV 25559

MANUFACTURER

Watson

MODEL NUMBER

2500 C

EQUIPMENT MODIFICATIONS
AND ADDITIONS

SERIAL NUMBER

96 #

MINIMUM

MAXIMUM

HOLE DIAMETER

12"

48"

DEGREE OF ROTATION

360°

SLIDE STROKE

42"

FOOT POUNDS OF TORQUE

81,000 lbs

DOWN PRESSURE/CROWDING FORCE

28,000 lbs

HOLE DEPTH

90'

OPERATING RATE:

\$250 per hr.

ADDITIONAL CHARGE FOR OVERTIME BEYOND

40 HOUR WORKWEEK: (Note 1)

\$ 75 per hr.

MOBILIZATION:

\$ 15 per mile

CASING PIPE:

(Note 2)

\$ 15 per lineal feet

CRANE MATS:

(Note 3)

\$1500 per project site

- Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover overtime costs beyond 40 hours.
- Note 2: To be used when requested by the Engineer.
- Note 3: To be used when requested by the Engineer.

QUOTATION SHEET

DISTRICT EIGHT COUNTIES: PENDLETON, POCAHONTAS, RANDOLPH, TUCKER

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:

BASE OF OPERATIONS
(Exact Location)

MANUFACTURER

MODEL NUMBER

EQUIPMENT MODIFICATIONS
AND ADDITIONS

SERIAL NUMBER

NO BID

MINIMUM

MAXIMUM

HOLE DIAMETER

DEGREE OF ROTATION

SLIDE STROKE

FOOT POUNDS OF TORQUE

DOWN PRESSURE/CROWDING FORCE

HOLE DEPTH

OPERATING RATE:
ADDITIONAL CHARGE FOR OVERTIME BEYOND
40 HOUR WORKWEEK: (Note 1)

\$ _____ per hr.

MOBILIZATION:

\$ _____ per hr.

CASING PIPE: (Note 2)

\$ _____ per mile

CRANE MATS: (Note 3)

\$ _____ per lineal feet

\$ _____ per project site

Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover
overtime costs beyond 40 hours.

Note 2: To be used when requested by the Engineer.

Note 3: To be used when requested by the Engineer.

QUOTATION SHEET

DISTRICT NINE COUNTIES: SUMMERS, FAYETTE, NICHOLAS, MONROE, GREENBRIER

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:BASE OF OPERATIONS
(Exact Location)*McBoys Construction*Rt. 1, Box 1-1A
Salt Rock, WV 25559

MANUFACTURER

WATSON

MODEL NUMBER

2500 C

EQUIPMENT MODIFICATIONS
AND ADDITIONS

SERIAL NUMBER

#96

MINIMUMMAXIMUM

HOLE DIAMETER

12"48"

DEGREE OF ROTATION

360°

SLIDE STROKE

42"

FOOT POUNDS OF TORQUE

8,000 lbs

DOWN PRESSURE/CROWDING FORCE

24,000 lbs

HOLE DEPTH

90'

OPERATING RATE:

\$ 250 per hr.

ADDITIONAL CHARGE FOR OVERTIME BEYOND

40 HOUR WORKWEEK: (Note 1)

\$ 40 per hr.

MOBILIZATION:

\$ 10 per mile

CASING PIPE: (Note 2)

\$ 15 per lineal feet

CRANE MATS: (Note 3)

\$ 1500 per project site

- Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover overtime costs beyond 40 hours.
- Note 2: To be used when requested by the Engineer.
- Note 3: To be used when requested by the Engineer.

QUOTATION SHEET

DISTRICT TEN COUNTIES: MCDOWELL, MERCER, RALEIGH, WYOMING

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED:

BASE OF OPERATIONS
(Exact Location)

McBoy Construction

Rt. 1, Box 1-1A
Salt Rock, WV 25559

MANUFACTURER

Watson

MODEL NUMBER

2500C

EQUIPMENT MODIFICATIONS
AND ADDITIONS

SERIAL NUMBER

96

MINIMUM

MAXIMUM

HOLE DIAMETER

12"

48"

DEGREE OF ROTATION

360°

SLIDE STROKE

42"

FOOT POUNDS OF TORQUE

81000 lbs

DOWN PRESSURE/CROWDING FORCE

24000 lbs

HOLE DEPTH

90'

OPERATING RATE:

\$ 220 per hr.

ADDITIONAL CHARGE FOR OVERTIME BEYOND

40 HOUR WORKWEEK: (Note 1)

\$ 40 per hr.

MOBILIZATION:

\$ 10 per mile

CASING PIPE:

(Note 2)

\$ 15 per lineal feet

CRANE MATS:

(Note 3)

\$ 1500 per project site

Note 1: Operating rate applies to first 40 hours.
An additional charge may be added to cover
overtime costs beyond 40 hours.

Note 2: To be used when requested by the Engineer.

Note 3: To be used when requested by the Engineer.



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
669C0025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

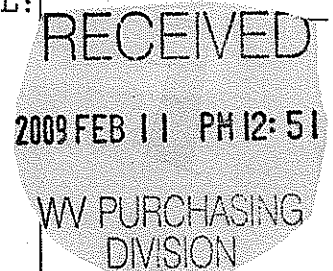
McBoey Construction

Rt. 1, Box 1-1A
 Salt Rock, WV 25559

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2009				

BID OPENING DATE: 02/11/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1 <i>KM</i>		
				CLARIFICATION OF WAGE RATES.		
				WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE 2009 U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROCECT).		
				BID OPENING DATE & TIME REMAINS 02/11/09 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001	1	EA		765-08		
				POWER EARTH AND ROCK AUGERS/DRILLS W/OPERATORS		
				***** THIS IS THE END OF RFQ 669C0025 ***** 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. 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 fee.
5. 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, 2011.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: McLery Const Co. Signed: [Signature]
Date: 2/10/09 Title: Pres

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

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.

Vendor's Name: McCoy Const Co.

Authorized Signature: [Signature]

Date: 2/10/09