

VENDOR

*401142928

E&R SERVICES

HC 33 BOX 986

PETERSBURG WV

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

26847

Request for Quotation

RFQ NUMBER 05100247

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ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

304-257-9675

DIVISION OF HIGHWAYS

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DISTRICT FIVE RT US 50, P.O. BOX 99

BURLINGTON, WV

26710-0099

304-289-3521

	TE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS
	/19/2009
BID OPEN	12/09/2009 BID OPENING TIME 01:30PM
001	COURIER SERVICE
	COOKIER SERVICE
	OPEN END CONTRACT
	TO PROVIDE COURIER SERVICE FOR DEDICATED ROUTES IN DISTRICT 5, WHICH CONSIST OF BERKELEY, GRANT, HAMPSHIRE HARDY, JEFFERSON, MINERAL AND HARDY COUNTIES. FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.
	COURIER SERVICE OPERATES ON A DAILY BASIS MONDAY THROUGH FRIDAY EXCEPT FOR STATE HOLIDAYS.
	ROUND TRIP: APPROXIMATELY 300 MILES
	RATE PER DAY
	VENDOR IS REQUIRED TO PROVIDE CERTIFICATE FROM WORKERS COMPENSATION, VALID DRIVERS LICENSE, AND PROOF OF INSURANCE IF SUCCESSFUL.
	PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA
	CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR AND LEG -8 A 10: 21 MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE
	AGENCY AS A CONDITION OF AWARD.
SIGNATURE	SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-257-9675 DATE /2-7-09
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: 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.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
- 4. COMPLIANCE: Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS: This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
- 11. TAXES: The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- 12. RENEWAL: 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, the State may deem this contract null and void, and terminate such contract 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."



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Purchasing Division
2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN

DIVISION OF HIGHWAYS DISTRICT FIVE

RT US 50, P.O. BOX 99 BURLINGTON, WV

26710-0099 304-289-3521

DATE PRINTED TERMS OF SALE SHIP VIA FOB: FREIGHT TERMS 11/19/2009 BID OPENING DATE: 12/09/2009 BID OPENING TIME 01:30PM CAT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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 PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, \$UBMITTED 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 PRIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION! RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN MOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES \$UPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. PPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY SPENDING UNIT TO PURCHASE ON THE OPEN SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE O SIGNATURE -257-9675 TITLE 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

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BFO NUMBER 05100247 3

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MICHAEL AUSTIN <u> 304-558-2402</u>

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05-10-0247

TO PROVIDE COURIER SERVICE FOR A DEDICATED ROUTE FOR DISTRICT FIVE.

DEDICATED ROUTE: THE COURIER DEPARTS FROM BURLINGTON, DISTRICT FIVE HEADQUARTERS AFTER 4:00 PM AND DELIVERS MAIL AND PACKAGES INCLUDING PARTS TO THE COUNTY HEADQUARTERS IN BERKELEY, GRANT, HAMPSHIRE, HARDY, JEFFERSON, MINERAL AND MORGAN, PICKING UP RETURN MAIL TO BE DELIVERED BACK TO BURLINGTON AT END OF TRIP.

PACKAGES AND PARTS CAN WEIGH UP TO 150 POUNDS.

COUNTY HEADQUARTER ADDRESSES

BERKELEY COUNTY: 1867 ROCK CLIFF DRIVE

MARTINSBURG, WV 25401

CO RT 10 .4 MI S OF JUNCTION I-81

GRANT COUNTY: PETERSBURG, WV 26847

2.2 MI W OF JUNCTION OF WV 42

HAMPSHIRE COUNTY: ROMNEY, WV 26757

JERSEY MOUNTAIN ROAD

HARDY COUNTY: MOOREFIELD, WV 26836

RT 55 - 1 MI JUNCTION RT 220 & RT 55

JEFFERSON COUNTY: KEARNEYSVILLE, WV 25430

LEETOWN ROAD - CO RT 14

3,2 MI NW JUNCTION CO RT 6 & 15/1

MINERAL COUNTY: NEW CREEK, WV 26743

RT 50 – 0.5 MI W JUNCTION WV 972

MORGAN COUNTY: BERKELEY SPRINGS, WV 25411

600' SW OF US 522

0.15 MI S JUNCTION 38/14 & 522

maximum of 5% preference for both "A" and "B".

State of West Virginia

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. <u>X</u>	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.							
require agains or ded	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty at such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ucted from any unpaid balance on the contract or purchase order.							
author the red deemo	omission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and izes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information ed by the Tax Commissioner to be confidential.							
and a	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true ccurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate jes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.							
Bidde	r: <u>FPR Services</u> Signed: <u>Darning With</u> 12-7-09 Title: <u>Owner</u>							
Date:	12-7-09 Title: Owner							
*Check	any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the							

RFQ No. 05100247

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: LPR SexVICES	
Authorized Signature: X Jamil all	Date: /2-7-09
Purchasing Affidavit (Revised 01/01/09)	