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

Solicitation

NUMBER	PAGE
6612C027	1

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

VENDOR
*424133712 304-522-3080
MERIDIAN COMMUNICATION & CONST
3092 WOODVILLE DR

HUNTINGTON WV 25705

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED
07/13/2012

BID OPENING DATE: 08/01/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-16		

POWER EARTH AND ROCK AUGER/DRILL

OPEN-END CONTRACT

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATORS FOR DILLING HOLES THROUGH EARTH AND ROCK AT VARYING DIAMETERS PER THE ATTACHED SPECIFICATIONS.

****** THIS IS THE END OF RFQ 6612C027 ****** TOTAL:

RECEIVED
2012 AUG -1 AM 9:57
WV PURCHASING DIVISION

SIGNATURE	TELEPHONE	DATE
Mark E. Adkins pres	(304) 522-3080	July 31, 2012

TITLE	FEIN	
President	55-0753963	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

[✓] A pre-bid meeting will not be held prior to bid opening.

[ ] A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

[ ] A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 07/30/2012

Submit Questions to:

Alan Cummings
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-3970
Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
BUYER: Alan Cummings
SOLICITATION NO.: 6612C027
BID OPENING DATE: 08/01/12
BID OPENING TIME: 1:30 P.M.
FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [ ] Technical
[ ] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: 08/01/2012 - 1:30 P.M.

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.

   2.1 **"Agency"** or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

   2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

   2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

   2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

   2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

   2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

   2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

   2.8 **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

|✓| **Term Contract**

Initial Contract Term: This Contract becomes effective on award and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

| | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

| | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

| | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

   |✓| **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

   | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

   | | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

   | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

   | | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

| | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

|✓| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

|✓| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

|✓| **Commercial General Liability Insurance:** 250,000.00 or more.

[| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[|

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

| | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[ ]

[ ]

[ ]

[ ]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount N/A for N/A . This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee if applicable.

15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

27. **APPLICABLE LAW**: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

28. **COMPLIANCE**: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

31. **MODIFICATIONS**: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**

32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT**: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

35. **WARRANTY**: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. **BANKRUPTCY**: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM**: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at **http://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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

39. **CONFIDENTIALITY**: The Vendor agrees that it 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/default.html.

40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

    If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondiclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

    The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

    | | Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

[ ] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

[ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

52. **PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. **PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

   West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

   Contractor's Name: Meridian Communications and Construction, Inc.

   Contractor's License No. WV026648

   The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

3. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than $500,000.00 shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

   c. **Required Information.** The subcontractor list shall contain the following information:

      i. Bidder's name
      ii. Name of each subcontractor

iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
iv. Notation that no subcontractors will be used if the bidder will perform the work

d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;
ii. The subcontractor in the original bid has been debarred or suspended; or
iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided,* That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:

    a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.

5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Meridian Communications and Construction, Inc.
(Company)

Mark E. Adkins - President Mark E. Adkins
(Representative Name, Title)

(304) 522-3080 - (304) 522-4950
(Contact Phone/Fax Number)

July 31, 2012
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:6612C027

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[x]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Meridian Communications and Construction, Inc.
Company

Mark E. Adkins Jr.
Authorized Signature

July 31, 2012
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Rev. 07/12

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,**

_X_ 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:**

_X_ 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:**

_X_ 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.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Meridian Communications **Signed:** Mark E. Oddenbrock

Date: July 31, 2012 **Title:** President

1. SCOPE OF WORK

To provide power earth and rock augers/drills with operators for drilling holes through earth and rock at varying diameters. 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 piling of various sizes for slide correction and structure foundation at various locations per the following specifications. The Division of Highways shall provide the piling.

2. EQUIPMENT MINIMUM REQUIREMENTS

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 rotates 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 foot piling.

E. Drill shall be equipped with two hydraulic outriggers and jacks in the front area and two 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, when requested, 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.

3. QUALIFICATIONS

All drill projects are to have at least one operator and one helper present during drilling. The operator shall have one year of paid experience with similar equipment on similar types of jobs. The helper shall have six months of paid experience on similar types of jobs. Vendors shall submit names of operators and helpers along with their years of experience with their bid.

4. 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 Agency Release 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 physical location of the contractor's base of operations must be stated on each bid sheet (mailing address is not adequate).**

In-state delivery route mileage will be calculated by the Division of Highways from the equipment owner's location of the equipment to the Division of Highways job site by utilizing the Division of Highways Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each Division of Highways District office and the Division of Highways Central Office. The Division of Highways will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the Division of Highways utilizing "Mapquest" or a similar source for routing from the equipment owner's location of the equipment to the WV State line at which time, the Straight Line Diagrams will be sourced to the Division of Highways job site.

5. WORKMANSHIP

It is the expectation of the Division of Highways that the driller get the job completed in the best possible reasonable timeframe while meeting all requirements of the project itself. Reasonable production standards will be based on the type of earth/rock that is being drilled.

6. SITE PREPARATION, STAKE-OUT, HOLE SIZE AND PILE INSTALLATION

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

The Division of Highways will perform required splicing of piles and pile cutoff. Piles shall be furnished, delivered and positioned on the site by the 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 inches (2") greater in diameter than the maximum dimension of pile to be installed. In conditions where boulders, etc., are encountered, the diameter of the hole 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 Division of Highways District Engineer/Manager or his designee.

The Division of Highways reserves the right to shut down operation in the event of Snow Removal/Ice Control (SRIC) or State emergency events.

7. 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).

Equipment shall not leak any fluid sufficiently to cause a six inch (6") stain or greater on the road. If the equipment does leak a six inch (6") stain or greater on the road, the Division of Highways will shut the equipment down as unsafe until the leak is properly repaired by the vendor.

8. BASIS OF PAYMENT

The Vendor may invoice the 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 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.

9. 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 Division of Highways District Engineer/Manager or his designee.

Crane mats will meet minimum industry standard size of 4'x16'x8". Anything smaller will be considered cribbing and not paid.

10. AWARD OF CONTRACT

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

11. AWARD OF AGENCY RELEASE

The Division of Highways' District Engineer/Manager shall issue the Agency Release to the low bidder based on type and size of equipment required and the lowest projected cost. The Agency Release 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 Section 4. Mobilization, for a full explanation of Mobilization Cost.

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

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

Each Agency Release for hiring Power Earth and Rock Augers/Drills with Operators must list the tentative date the project is to begin including the daily start and end time. Work on the project shall be continuous unless approved by the Division of Highways' District Engineer/Manager.

Vendors' performance on any project may be considered when awarding subsequent Agency Releases.

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

12. 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.

13. WORKER'S COMPENSATION

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

14. INSURANCE

The awarded vendor(s) shall maintain coverage of liability insurance for loss, damage or injury (including death) of third parties arising from acts and omission on the part of the vendor, its agents or employees. For bodily injury (including death), the vendor shall provide $500,000 per person up to one million dollars per occurrence. For property damage, the vendor shall provide up to $250,000 per occurrence.

Proof of insurance must be provided by the awarded vendor prior to award of the contract.

15. 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 any State agency for orders as a condition of award. No exceptions granted.

NOTE: Vendor may submit a copy of a Certificate of Liability Insurance and Worker's Compensation Certificate with bid.

BID SCHEDULE 6612C027
District 1 - Boone County, Clay County, Kanawha County, Mason County and Putnam County

Vendor Name: Meridian Communications and Construction, Inc.

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED

BASE OF OPERATIONS (Exact Physical Location)	3092 Woodville Drive Huntington, WV 25701			
MANUFACTURER	Soil Mec			
MODEL NUMBER	R312/200			
EQUIPMENT MODIFICATIONS AND ADDITIONS				
SERIAL NUMBER	2147			
HOLE DIAMETER	Minimum	18"	Maximum	108"
DEGREE OF ROTATION	360			
SLIDE STROKE	11' 6"			
FOOT POUNDS OF TORQUE	95,875 #			
DOWN PRESSURE/CROWDING FORCE	11.2 tons			
HOLE DEPTH	104'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate		$285.00	
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate		$30.60	
MOBILIZATION	Per Mile Rate		$3.00	
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot		$8.00	
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site		$500.00	

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

BID SCHEDULE 6612C027
District 2 - Cabell County, Lincoln County, Logan County, Mingo County and Wayne County

Vendor Name: Meridian Communications and Construction, Inc.

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED

BASE OF OPERATIONS (Exact Physical Location)	3092 Woodville Drive Huntington, WV 25701			
MANUFACTURER	Soil Mec			
MODEL NUMBER	R312/200			
EQUIPMENT MODIFICATIONS AND ADDITIONS				
SERIAL NUMBER	2147			
HOLE DIAMETER	Minimum	18"	Maximum	108"
DEGREE OF ROTATION	360			
SLIDE STROKE	11' 6"			
FOOT POUNDS OF TORQUE	95,875 #			
DOWN PRESSURE/CROWDING FORCE	11.2 tons			
HOLE DEPTH	104'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate		$285.00	
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CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site		$500.00	

BID SCHEDULE 6612C027
District 3 - Calhoun County, Jackson County,
Pleasants County, Ritchie County,
Roane County, Wirt County and Wood County

Vendor Name: Meridian Communications and Construction, Inc.

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED

BASE OF OPERATIONS (Exact Physical Location)	3092 Woodville Drive Huntington, WV 25701			
MANUFACTURER	Soil Mec			
MODEL NUMBER	R312/200			
EQUIPMENT MODIFICATIONS AND ADDITIONS				
SERIAL NUMBER	2147			
HOLE DIAMETER	Minimum	18"	Maximum	108"
DEGREE OF ROTATION	360			
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BID SCHEDULE 6612C027
District 4 - Doddridge County, Harrison County,
Marion County, Monongalia County,
Preston County and Taylor County

Vendor Name: Meridian Communications and Construction, Inc.

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BID SCHEDULE 6612C027

District 5 - Berkeley County, Grant County, Hampshire County, Hardy County, Jefferson County, Mineral County and Morgan County

Vendor Name: Meridian Communications and Construction, Inc.

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MANUFACTURER	Soil Mec			
MODEL NUMBER	R312/200			
EQUIPMENT MODIFICATIONS AND ADDITIONS				
SERIAL NUMBER	2147			
HOLE DIAMETER	Minimum	18"	Maximum	108"
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BID SCHEDULE 6612C027
District 6 - Brooke County, Hancock County, Marshall County, Ohio County, Tyler County and Wetzel County

Vendor Name: Meridian Communications and Construction, Inc.

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BID SCHEDULE 6612C027
District 7 - Barbour County, Braxton County, Gilmer County, Lewis County, Upshur County and Webster County

Vendor Name: Meridian Communications and Construction, Inc.

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BID SCHEDULE 6612C027
District 8 - Pendleton County, Pocahontas County, Randolph County and Tucker County

Vendor Name: Meridian Communications and Construction, Inc.

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED

BASE OF OPERATIONS (Exact Physical Location)	3092 Woodville Drive Huntington, WV 25701			
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BID SCHEDULE 6612C027
District 9 - Fayette County, Greenbrier County, Monroe County, Nicholas County and Summers County

Vendor Name: Meridian Communications and Construction, Inc.

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED

BASE OF OPERATIONS (Exact Physical Location)	3092 Woodville Drive Huntington, WV 25701			
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BID SCHEDULE 6612C027
District 10 - McDowell County, Mercer County, Raleigh County and Wyoming County

Vendor Name: Meridian Communications and Construction, Inc.

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED

BASE OF OPERATIONS (Exact Physical Location)	3092 Woodville Drive Huntington, WV 25701			
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BID SCHEDULE 6612C027
District 1 - Boone County, Clay County, Kanawha County, Mason County and Putnam County

Vendor Name: Meridian Communications and Construction, Inc.

THE FOLLOWING MUST BE COMPLETED FOR EACH MODEL OF EQUIPMENT QUOTED

BASE OF OPERATIONS (Exact Physical Location)	3092 Woodville Drive Huntington, WV 25701			
MANUFACTURER	SoilMec			
MODEL NUMBER	SR 50			
EQUIPMENT MODIFICATIONS AND ADDITIONS				
SERIAL NUMBER	2750			
HOLE DIAMETER	Minimum	18"	Maximum	108"
DEGREE OF ROTATION	360			
SLIDE STROKE	36'			
FOOT POUNDS OF TORQUE	132,760 #			
DOWN PRESSURE/CROWDING FORCE	26 tons			
HOLE DEPTH	160'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate		$350.00	
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate		$35.00	
MOBILIZATION	Per Mile Rate		$3.00	
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BID SCHEDULE 6612C027
District 2 - Cabell County, Lincoln County, Logan County, Mingo County and Wayne County

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BID SCHEDULE 6612C027
District 3 - Calhoun County, Jackson County,
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BID SCHEDULE 6612C027
District 4 - Doddridge County, Harrison County,
Marion County, Monongalia County,
Preston County and Taylor County

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MANUFACTURER	Soil Mec			
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BID SCHEDULE 6612C027
District 6 - Brooke County, Hancock County, Marshall County, Ohio County, Tyler County and Wetzel County

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District 8 - Pendleton County, Pocahontas County, Randolph County and Tucker County

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District 9 - Fayette County, Greenbrier County, Monroe County, Nicholas County and Summers County

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OP ID: T1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/12

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
Peoples Insurance Agency, LLC
dba Putnam Insurance Agency
101 Fifth Ave, PO Box 2388
Huntington, WV 25724-2388
Clarence C. Massey

304-522-6555
304-522-6563

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: WVMID-1

INSURED
Meridian Communications & Construction, Inc.
P O Box 372
Huntington, WV 25708

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Maxum Indemnity Co.	
INSURER B : Safeco Property & Casualty Ins	
INSURER C : AGSC Marine Insurance Co	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC			GLP6006107-06	07/30/12	07/30/13	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	EXCLUDED
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			24-CC-283099-3	07/30/12	07/30/13	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
								$	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UMB6007849-05	07/30/12	07/30/13	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
								$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
C	Builders Risk / Installation Float			MZI93033804	07/30/12	07/30/13	LIMIT		300,000
							DEDUCTIBL		1,000

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

CERTIFICATE HOLDER

STATEWV

State of West Virginia
Dept of Admin, Purchasing Div.
2019 Washington St E
PO Box 50130
Charleston, WV 25305-0130

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

Tara Shamahu

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OP ID: T1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/12

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
Peoples Insurance Agency, LLC
dba Putnam Insurance Agency
101 Fifth Ave, PO Box 2388
Huntington, WV 25724-2388
Clarence C. Massey

304-522-6555
304-522-6563

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: WVMID-1

INSURED
Meridian Communications & Construction, Inc.
Mid Atlantic Drilling
P O Box 373
Huntington, WV 25708

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Brick Street Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC10013160-10	07/30/12	07/30/13	X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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 West Virginia Workers Compensation insurance.

CERTIFICATE HOLDER

STATE07

State of West Virginia
Dept of Admin., Purchasing Div
2019 Washington St East
PO Box 50130
Charleston, WV 25305-0130

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
Tara Shoemaker

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CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV026648

Classification:

ELECTRICAL
GENERAL BUILDING

MERIDIAN COMMUNICATIONS & CONSTRUCT
DBA MID ATLANTIC DRILLING
PO BOX 372
HUNTINGTON, WV 25708-0372

Date Issued	Expiration Date
MARCH 24, 2012	MARCH 24, 2013

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

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.

RFQ No. 6612C027

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 exceed 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 SIGNATURE

Vendor's Name: Meridian Communications and Construction, Inc.

Authorized Signature: Diane Maynard Date: July 31, 2012

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 31st day of July, 2012.

My Commission expires October 07, 2020.

AFFIX SEAL HERE **NOTARY PUBLIC** Ashley D. Kirk

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
ASHLEY D. KIRK
80 Oney Avenue, Huntington, WV 25705
My Commission Expires October 7, 2020