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

Solicitation

NUMBER	PAGE
6614C002	1

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

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE
324132723 740-359-5185
ABEE, LLC
115 Walnut Avenue
St. Clairsville, OH 43950

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED
08/01/2013

BID OPENING DATE: 08/21/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-08		

POWER EARTH AND ROCK AUGERS/DRIL

REQUEST FOR QUOTATION
(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 POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATORS PER THE ATTACHED SPECIFICATIONS.

****** THIS IS THE END OF RFQ 6614C002 ****** TOTAL:

08/19/13 09:34:16 AM
West Virginia Purchasing Division

SIGNATURE	TELEPHONE	DATE
[signature]	740 359 5185	8-16-13
TITLE: Owner	FEIN: 27-3844863	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: 08/19/2013

Submit Questions to:

Alan Cummings
2019 Washington Street, East
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
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: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

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 n/a 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: 08/21/2013 - 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
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.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐ **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 from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **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 and shall list the state as a certificate holder:

☑ **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.

☐

☐

☐

☐

☐

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.

☑ Contractors license

☐

☐

☐

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, WOMEN-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, women-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. [RESERVED]

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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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.

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.

ABBB, LLC
(Company)

Annette Balcar
(Authorized Signature)

Annette Balcar Owner
(Representative Name, Title)

740 359 5185 740 888 1848
(Phone Number) (Fax Number)

8-16-13
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C002

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 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.

ABEE, LLC
Company

Authorized Signature

8-11-13
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide Power Earth and Rock Augers/Drills with Operators for drilling holes through earth and rock at varying diameters for use at locations throughout the State of WV by the West Virginia Division of Highways.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3, below.

   2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A used to evaluate the RFQ.

   2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as 6614C002.

   2.4 **"WVDOH"** used throughout this RFQ means the West Virginia Division of Highways.

   2.5 **"Contractor"** or **"Vendor"** used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications are interchangeable.

3. **GENERAL REQUIREMENTS:**

   3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

      3.1.1 **Contract Item:**
      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 repairs.

3.1.1.2 Equipment Minimum Requirements:

- 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.
- 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.
- 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.
- Drill shall be equipped with power plant 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.
- 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.
- 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 "Kennametal" brand. Vendor shall furnish all water needed for drilling purposes.

3.1.1.3 Vendor Personnel Requirements: 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 provide at a minimum, the name of one operator and the name of one helper along with their years of experience on the Pricing Page (first page listed as District 1). This requirement is for informational purposes and does not dictate the operator and/or helper for a particular District.

3.1.1.4 Workmanship: It is the expectation of the WVDOH that the driller complete each job 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.

3.1.2 Site Preparation, Stake-out, Hole Size and Pile Installation:

3.1.2.1 Site Preparation: The WVDOH will, in advance of drilling operations, prepare the site for safe and efficient work. This shall be done in collaboration with the Vendor or his authorized representative. The

Vendor and the WVDOH 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.

3.1.2.2 Stake-out: The location of holes and piles to be installed shall be directed by the WVDOH Engineer/Manager or his designee. The WVDOH will stake-out all work to be performed.

3.1.2.3 Hole Size: The size and depth of the holes will be governed by the size of the piles. The hole should be no less than two inches (2") greater in diameter than the maximum dimension of the 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.

3.1.2.4 Pile Installation: The angle of inclination from the vertical and the length of each pile shall be directed by the WVDOH Engineer/Manager or his designee. Piles shall be installed immediately after each hole is drilled, unless otherwise directed by the WVDOH Engineer/Manager or designee. The WVDOH will perform required splicing of piles and pile cut-off. Piles shall be furnished, delivered and positioned on the site by the WVDOH so that they are conveniently available for immediate installation at each hole.

3.1.3 **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 WVDOH will not pay the time during fueling, lubrication and warm-up of the unit.

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 WVDOH will shut the equipment down as unsafe until the leak is properly repaired by the Vendor.

The WVDOH reserves the right to shut down operations in the event of Snow Removal/Ice Control (SRIC) Season or any State of Emergency events.

3.1.4 **Mobilization:** One time, one way mobilization shall be paid by the WVDOH for moving of said equipment from the contractor's base of operations to the work site and/or from one WVDOH worksite to another, whichever mileage would be of lesser cost to the WVDOH. This will be provided to the Vendor on the Agency Release.

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 WVDOH and the contractor as mileage for calculation of Mobilization. The exact physical location of the contractor's base of operation must be provided on each bid sheet (mailing address is not adequate).

In-state delivery route mileage will be calculated by the WVDOH from the equipment owner's location of the equipment to the WVDOH job site by utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH District office and the WVDOH Central Office. The WVDOH 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 WVDOH utilizing "MapQuest" or a similar source for routing from the equipment owner's location of the equipment to the WV Stateline at which time, the Straight Line Diagrams will be sourced at the WVDOH job site.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a price on all Contract Items. A Contract shall be awarded to all responsible Vendors that provide the Contract Items which meet all required specifications of this contract.

Pricing Pages: Vendor shall complete Exhibit A, Pricing Pages by providing the information requested for each piece of equipment offered. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

In addition to the equipment information requested on each piece of equipment, the Vendor shall bid an Operation Rate, single hourly rate, for each drill unit proposed, which shall be full compensation for equipment rental and required operators up to a standard 40 hour work week. The cost of auger and core barrel resurfacing shall be included in the unit price bid.

For hours beyond 40 hours in a work week, Additional Charge for Overtime, the Vendor shall bid 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.

The Vendor shall provide a per mile rate for Mobilization according to Section 3.1.4 of these specifications.

The Vendor shall quote additional pay items of Casing Pipe and Crane Mats, which may occasionally be requested by the WVDOH Engineer/Manager or his designee. Crane mats will meet minimum industry standard size of 4'x16'x8". Anything smaller will be considered cribbing and will not be paid.

The Vendor shall provide the name and years/months of experience of at least one Operator and at least one Helper according to Section 3.1.1.3 on the first page of the Pricing Pages listed as District 1.

At this time, there is no estimated lease/rental volume available for any item. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: alan.w.cummings@wv.gov.

5. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor per project, the WVDOH District Engineer shall issue the Agency Release to the low bidder based on type and size of equipment required for the project along with the proximity of equipment to the WVDOH job site at the lowest project cost. The projected cost is the estimated hours (Operation Rate) plus Mobilization cost and any additional requests of Casing Pipe and/or Crane Mats.

6. **ORDERING AND PAYMENT:**

6.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. 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.

7. DELIVERY AND RETURN:

7.1 Delivery Time: The Vendor must notify the WVDOH District Engineer/Manager within five (5) days after receipt of the Agency Release of their ability to perform the work requested on the Agency Release. If the Vendor cannot agree to the work requested, the WVDOH District Engineer/Manager shall have the option to contact the next low bidder and follow the same direction.

Each Agency Release shall provide 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 WVDOH District Engineer/Manager.

In the event of an emergency situation, the WVDOH District Engineer/Manager may require notification of a Vendor's ability to perform within 24 hours of their receipt of an Agency Release.

NOTE: A Vendor's performance on any project may be considered when awarding subsequent Agency Releases.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit

the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.5 **Return Due to Agency Error**: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. **LABOR RATES:** All labor rates paid by the Vendor under this Contract must be in compliance with the West Virginia Department of Labor Prevailing Rates, Chapter 21-5A, Series 15, 2006 as stipulated in Section 29 of the General Terms and Conditions. Vendors may reference the following website: http://www.transportation.wv.gov/highways/contractadmin/Pages/default.aspx. From this site, choose Prevailing Wage Rates. The Vendor should choose Prevailing Wage Worker Classification 2010 for a job class description. The Vendor then should choose Prevailing Wage Rates directing them to the 2013 Heavy and Highway option.

9. **MISCELLANEOUS:**

9.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities or items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

9.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Scott Balcar
Telephone Number: 740 391 0969
Fax Number: 740 888 1848
Email Address: abee.llc@gmail.com

Exhibit A Pricing Page 6614C002

District 1 - Boone County, Clay County, Kanawha County, Mason County and Putnam County

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.
Vendor shall provide the Operator and Helper information requested from Section 3.1.1.3 of the Contract specifications in the space provided at the bottom of this page. This requirement is for informational purposes and does not dictate the operator and/or helper for a particular District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABEE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000			
DOWN PRESSURE/CROWDING FORCE	30,000			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	200.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	45.00		
MOBILIZATION	Per Mile Rate	0		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		
Name of no less than One Operator:	Scott Balcar			
Number of years of experience of Operator:		30 years		
Name of no less than One Helper:	Annette Balcar			
Number of months/years of experience of Helper:		2 years		

Exhibit A Pricing Page **6614C002**

District 2 - Cabell County, Lincoln County, Logan County, Mingo County and Wayne County

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABLE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000 lbs			
DOWN PRESSURE/CROWDING FORCE	30,000			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	200.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	45.00		
MOBILIZATION	Per Mile Rate	0		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		

Exhibit A Pricing Page **6614C002**

District 3 - Calhoun County, Jackson County, Pleasants County, Ritchie County, Roane County, Wirt County and Wood County

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABEE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000			
DOWN PRESSURE/CROWDING FORCE	30,000 lbs			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	200.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	45.00		
MOBILIZATION	Per Mile Rate	0		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		

Exhibit A Pricing Page **6614C002**

District 4 - Doddridge County, Harrison County, Marion County, Monongalia County, Preston County and Taylor County

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABEE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000			
DOWN PRESSURE/CROWDING FORCE	30,000 lbs			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	195.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	40.00		
MOBILIZATION	Per Mile Rate	0		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		

Exhibit A Pricing Page **6614C002**

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

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABEE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000			
DOWN PRESSURE/CROWDING FORCE	30,000 lbs			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	245.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	45.00		
MOBILIZATION	Per Mile Rate	10.00		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		

Exhibit A **Pricing Page** **6614C002**

District 6 - Brooke County, Hancock County, Marshall County, Ohio County, Tyler County and Wetzel County

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABEE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000			
DOWN PRESSURE/CROWDING FORCE	30,000 lbs			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	195.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	40.00		
MOBILIZATION	Per Mile Rate	0		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		

Exhibit A **Pricing Page** **6614C002**

District 7 - Barbour County, Braxton County, Gilmer County, Lewis County, Upshur County and Webster County

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABEE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000			
DOWN PRESSURE/CROWDING FORCE	30,000 lbs			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	195.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	40.00		
MOBILIZATION	Per Mile Rate	0		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		

Exhibit A Pricing Page **6614C002**

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

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABEE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000			
DOWN PRESSURE/CROWDING FORCE	30,000 lbs			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	245.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	45.00		
MOBILIZATION	Per Mile Rate	10.00		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		

Exhibit A **Pricing Page** **6614C002**

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

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABEE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000			
DOWN PRESSURE/CROWDING FORCE	30,000 lbs			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	245.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	45.00		
MOBILIZATION	Per Mile Rate	10.00		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		

Exhibit A **Pricing Page** **6614C002**

District 10 - McDowell County, Mercer County, Raleigh County and Wyoming County

Vendor shall submit a separate Pricing Page for each proposed equipment unit, per District.

	Proposed Equipment			
BASE OF OPERATIONS (Exact Physical Location)	ABEE, LLC 115 Walnut Avenue St. Clairsville, OH 43950			
MANUFACTURER	Watson			
MODEL NUMBER	2000			
EQUIPMENT MODIFICATIONS AND ADDITIONS	constant crowd, 2 speed winch			
SERIAL NUMBER	75			
HOLE DIAMETER	Minimum	12"	Maximum	72"
DEGREE OF ROTATION	360			
SLIDE STROKE	42"			
FOOT POUNDS OF TORQUE	70,000			
DOWN PRESSURE/CROWDING FORCE	30,000 lbs			
HOLE DEPTH	50'			
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	245.00		
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	45.00		
MOBILIZATION	Per Mile Rate	10.00		
CASING PIPE (Used when requested by the Division of Highways Engineer or his designee)	Per Lineal Foot	20.00		
CRANE MATS 4'x16'x8" (Used when requested by the Division of Highways Engineer or his designee)	Per Mat, Per Project Site	1,000.00		

State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
***West Virginia Code* §21-1D-5**

STATE OF OHIO

COUNTY OF Belmont, **TO-WIT:**

I, Annette Balcar, after being first duly sworn, depose and state as follows:

1. I am an employee of ABEE, LLC (Company Name); and,

2. I do hereby attest that ABEE, LLC (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with ***West Virginia Code*** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

ABEE, LLC
(Company Name)

By: Annette Balcar

Title: Owner

Date: 8/16/2013

Taken, subscribed and sworn to before me this 16 day of August. 2013

By Commission expires 04-04-14

(Seal)

Carole L. Brown
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009

OP ID: BA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/09/13

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 STEELE INSURANCE ASSOCIATES 48259 National Road West St. Clairsville, OH 43950-9705 Jason Perkins 740-695-8200 740-695-6070	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ABEEL-1
INSURED ABEE, LLC 115 Walnut Ave St Clairsville, OH 43950	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lightning Rod Mutual — 26123 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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PACK 3401516210	05/11/13	05/11/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N 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	$ $ $

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

Proof Of Insurance

CERTIFICATE HOLDER

WVDEPTR

WV Dept of Transportation
Division of Highways
1900 Kanawha Blvd E Bldg 5
Charleston, WV 25305-0430

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

Richard P. Steele

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The ACORD name and logo are registered marks of ACORD

Ohio | Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer	Period Specified Below
1622920	07/01/2013 Thru 02/28/2014

ABEE, LLC
115 WALNUT AVENUE
ST. CLAIRSVILLE, OH 43950

ohiobwc.com

Stephen Buehrer
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | Bureau of Workers' Compensation

You must post this language with the certificate of premium payment.

DP-29 BWC-1629 7/7/08

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV048180

Classification:

DRILLING

ABEE LLC
DBA ABEE LLC
115 WALNUT AVE
ST CLAIRSVILLE, OH 43950

Date Issued	Expiration Date
APRIL 29, 2013	APRIL 29, 2014

Scott Baker
Authorized Company Signature

Michael A. Carl
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.

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

Solicitation

NUMBER	PAGE
6614C002	1

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

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE
ABEE, LLC
115 Walnut Avenue
St. Clairsville, OH 43950

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED
08/08/2013

BID OPENING DATE: 08/21/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				ISSUED TO REPLACE PAGE 14 OF THE SPECIFICATIONS. VENDORS ARE REQUIRED TO ACCEPT THE STATE OF WEST VIRGINIA'S PURCHASING CARD AS PAYMENT FOR ALL GOODS AND SERVICES. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 08/21/13 AT 1:30 P.M.		
0001	1	EA		765-08		
				POWER EARTH AND ROCK AUGERS/DRIL		
				****** THIS IS THE END OF RFQ 6614C002 ****** TOTAL:		

SIGNATURE Annette Baker
TELEPHONE 740 359 5185
DATE 8-16-13
TITLE Owner
FEIN 27-3844863
ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: 6614C002
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ] Modify bid opening date and time

[✓] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[✓] Correction of error

[ ] Other

Description of Modification to Solicitation:

Issued to replace page 14 of the specifications. Vendors are required to accept the State of West Virginia's Purchasing Card as payment of all goods and services. Bid opening date and time remain unchanged as 08/21/13 at 1:30 p.m.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C002

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 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.

ABEE, LLC
Company

Authorized Signature

8-11-13
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,**

____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. **Application is made for 5% resident vendor preference for the reason checked:**

____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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: _____ **Signed:** _____

Date: _____ **Title:** _____

RFQ No. 66140002

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: ABEE, LLC

Authorized Signature: Annette Baker Date: 8/16/2013

State of Ohio

County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 16 day of August, 2013

My Commission expires 04-04-, 2014

AFFIX SEAL HERE

NOTARY PUBLIC Carole L. Brown

Purchasing Affidavit (Revised 07/01/2012)

NOTE:
Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit.