

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the **West Virginia Code** and the **Legislative Rules** of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the **West Virginia Code**.
8. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

2

RFQ # : DEP 14639  
 Project: McAlphin (Vincent)  
Drainage

Bid Date: 10/15/09  
 Pre-Bid Date: 9/15/09

Name : Robert Baines  
 Company: Baines Exc. Inc.  
 Address: P.O. Box 13384  
Sisseronville  
WV 25360

Phone #: 304-984-1725  
 Fax #: 304-984-0074  
 Email : BAINES EXC. INC. @verizon.net

Name : DAVID H Bowman  
 Company: GRAN MOUNTAIN CO  
 Address: 571 50th STREET  
CHAS. WV  
25304

Phone #: 304 925 0253  
 Fax #: 304 925 9230  
 Email : Jody Maye@com

Name : Baker Excavating  
 Company: Edward Baker  
 Address: PO Box 1163  
Dellsboro WV 26531

Phone #: 304 282 1470  
 Fax #:   
 Email :

Name : Don Vincent  
 Company: Breakaway Inc.  
 Address: 1025 Old Turnpike Rd  
Sutton WV 26601

Phone #: 304-765-5317  
 Fax #: 304-765-5389  
 Email : breakaway-inc@verizon.net

Name : Chris Wolfe  
 Company: Cox Run Contracting LLC  
 Address: P.O. Box 104  
Monticello, WV 26045

Phone #: (304) 669-1722  
 Fax #: (304) 457-1662  
 Email : cmw@73@yahoo.com

Name : Ty Martin  
 Company: Solid Rock Ex. Inc.  
 Address: 3106 Hudson Rd.  
Albion WV  
26519

Phone #: 304-276-2371  
 Fax #: 304-379-9502  
 Email : Solid-rock@earthlink.net

Name : DENNIS ELBON  
 Company: COWGIRL UP INC  
 Address: P O Box 243  
SIMPSON WV 26435

Phone #: 304-739-4397  
 Fax #: 304-739-4401  
 Email : DCE-COWGIRLUP@EARTHLINK.NET

Name : GARY Long  
 Company: McCourt & Son Coast.  
 Address: 2790 Centralia Rd  
Sutton WV 26601

Phone #: 304 765-5288  
 Fax #: 304 765-5293  
 Email : NONE

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14639  
 Project: McAlpin (Vincent) Drainage

Bid Date: 10/15/09  
 Pre-Bid Date: 9/15/09

Name : Mike GRAY  
 Company: GRALAN Corp  
 Address: 10301 SA # 149  
FORT APO W.V. 25827

Phone #: 518-742-3826  
 Fax #: 518-745-8117  
 Email : \_\_\_\_\_

Name : Patrick Weikner  
 Company: SCSL Co-leasing Corp Inc  
 Address: 8 Hunter Lane Rd.  
Fairmont WV  
26554

Phone #: 304-290-4608  
 Fax #: 304-296-8252  
 Email : \_\_\_\_\_

Name : DON STAMM  
 Company: BATB TRANSIT  
 Address: 316 NEW RIVER Rd.  
Beckley, WV 25801

Phone #: 304-7673-9388  
 Fax #: 304-763-7593  
 Email : Bob.CAMECHRYE@gmail.com

Name : Charlene Pretzel  
 Company: JL Pretzel Contracting  
 Address: 274 Horseshoe Drive  
Bruceston Mills WV 26525

Phone #: 304-379-7789  
 Fax #: 379-7788  
 Email : cpretzel@aol.com

Name : Richard WATTS  
 Company: Ackerhill Engineers  
 Address: P.O. BOX 416  
Nitro, WV 25143

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

Name : Gary Stanley  
 Company: Stanley Ind. Inc.  
 Address: 7 Maple Lake  
Bridgeport WV  
26330

Phone #: 304-842-8560  
 Fax #: 304-842-3609  
 Email : GStanley@aol.com

Name : JAMES ALLEN  
 Company: JF Allen co  
 Address: P.O. Box 2049  
Buckhannon WV 26201

Phone #: 304 472 8890  
 Fax #: 304 472 8891  
 Email : JAMES.ALLEN@JFAllenCo.com

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

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

**Addendum #1 - Questions During Pre-Bid Meeting  
For DEP 14639  
McAlpin (Vincent) Drainage Project**

The following questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) Q. Do you have an item for road stone?  
A. Yes.
- 2.) Q. Are these the sink holes we are speaking about?  
A. Yes.
- 3.) Q. Subsidence cracks in the rock, how do we dig it out to the detail?  
A. We can modify the solution design in this area, grout and hammering may be used if approved by the on-site representative.
- 4.) Q. These subsidence features are bid as each, could we bit them on a lineal foot method?  
A. Yes, I will change the Bid Schedule to reflect that the Item 10 "Mine Subsidence Holes" will be bid on the lineal foot and not per each.
- 5.) Q. Is there a detail on the design solution for the mine subsidence holes?  
A. Yes.
- 6.) Q. How wide do you want the solution?  
A. According to the detail it will be cut back four feet on each side of the subsidence feature.
- 7.) Q. The fan house is block, can we dispose of it here on site?  
A. Yes.

This project shall be bid in accordance with the attached **REVISED Bid Schedule**.

The Contractor shall have 45 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

