

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the **West Virginia Code**.
 7. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **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.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Req # DEP 15778
Beckley (St Johns) Subsidence
Addendum #1

REVISIONS TO SPECIFICATIONS

Specification 8.6.3 – last sentence now reads “No more than 75 cubic yards of concrete of grout may be injected at any hole.” Revise to read “No more than 75 cubic yards of concrete or grout may be injected at any hole.”

QUESTIONS AND ANSWERS

Questions asked at the lower side of the residence

Q: What size injection holes are to be drilled?

A: Specification 7.3.1 requires that the injection holes shall have a diameter of 6 inches.

Q: What kind of pipes are in the area to be drilled on the lower side of the house?

A: There are sewer and drain pipes on the lower side of the house.

Q: Can we be outside of this property line?

A: The construction limits are shown on the drawings.

Questions asked at the upper side of the residence

Q: Is there a gas line that runs through here?

A: Yes. The Contractor will be responsible for locating all utilities prior to beginning construction activities.

Q: Is railroad insurance required?

A: No. The construction is not within the railroad right of way.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15778
 Project: Beckley (St John) Subsidence

Bid Date: 10/2/10
 Pre-Bid Date: 9/14/10

Name : LES BOLEN
 Company: ASPEN CORP.
 Address: 2400 RITTER DRIVE
DANIELS WV 25832

Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email : aspenestimator@yahoo.com

Name : Glenna Rose
~~Gopher Land Services~~
 Company: Gopher Land Services
 Address: 123 Beaver Plaza
P.O. Box 194
Beaver WV 25813
 Phone #: 304-860-1909
 Fax #: 304-860-1905
 Email : glenna.r@gopherland.com

Name : ~~MOORE~~ DON Newell
 Company: MOORE Concrete Pumping
 Address: P.O. Box 39
Bridgetown, PA.
15017
 Phone #: 412-221-4514
 Fax #: 412-788-0900
 Email : Elmer.Frazier@comcast.net

Name : Randy Carpenter
 Company: Computer Recognition
 Address: P.O. Box 13015
Springville, WV
25360

Phone #: 304-984-1115
 Fax #: 984-2770
 Email : RCarpenter103@aol.com

Name : Arik Way
 Company: Howard Concrete Pumping
 Address: 701 Millers Run Rd
Cuddy PA 15031

Phone #: 412-257-1800
 Fax #: 412-257-8380
 Email : away@howardconcretepumping.com

Name : Dale Thaxton
 Company: Thaxton Coast Co Inc
 Address: PO Box 13279
Charleston WV
25360

Phone #: 304 984 2299
 Fax #: 304 984 2334
 Email :

Name : Tanner Taylor
 Company: Selco Construction Service
 Address: P.O. Box 190
Swords Creek, VA
24649

Phone #: 276-880-2300
 Fax #: 276-880-2390
 Email : ttaylor@selcoconstruction.com

Name :
 Company:
 Address:

Phone# :
 Fax # :
 Email :