

HODZEA

OWNER

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

Request for

05700057

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

SI-a T O

DIVISION OF HIGHWAYS DISTRICT FIVE

P.O. BOX 99 BURLINGTON, WV 26710-0099

304-289-3521

ADDRESS CHANGES TO BE NOTED ABOVE

***709055839** 304-788-0700 LINDSEY DELIVERY SERVICE PO BOX 425 KEYSER WV 26726-0425

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VENDOR

SIGNATURE

OWNER

TITLE

*709055839

PO BOX 425

KEYSER WV

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Request for Quotation

RFQ NUMBER 05700057

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DIVISION OF HIGHWAYS DISTRICT FIVE

P.O. BOX 99 BURLINGTON, WV

304-289-3521

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ADDRESS CHANGES TO BE NOTED ABOVE

26710-0099 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 08/24/2006 **BID OPENING DATE:** 09/13/2006 **BID OPENING TIME** 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT: EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE THE "REASONABLE TIME" PERIOD SHALL ORIGINAL CONTRACT. NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR SEE REVERSE SIDE FOR TERMS AND CONDITIONS

55-068-4321-001

TELEPHONE 304-788-0700



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Purchasing Division
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ADDRESS CHANGES TO BE NOTED ABOVE	TITLE	10 · 100	FE	N C - N / -			1004-18			



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OWNER	FEIN 55-068-43	100-16		1	IGES TO BE NOTED ABOVE



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VENDOR KEYSER WV 26726-0425 DATE PRINTED TERMS OF SALE 08/24/2006 **BID OPENING DATE:** 09/13/2006

BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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 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 BIDDERS' 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. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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 TAX AND 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE

55-068-4321-001 JUNER

304-788-0700

ADDRESS CHANGÉS TO BE NOTED ABOVE

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



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VENDOR 26710-0099 304-289-3521 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 08/24/2006 BID OPENING DATE: 09/13/2006 BID OPENING TIME 01:30PM QUANTITY UOP AMOUNT LINE ITEM NUMBER UNIT PRICE 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. BOBERT F. LINDSEY BIDDER: LINDSEY DELIVERY SERVICE DATE: TITLE: DWNE

> (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15

* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

ENTITLED TO RECEIVE.

5% PREFERENCE FOR BOTH "A" AND "B".

TELEPHONE 304-788-0700

YOU MAY REQUEST UP TO THE MAXIMUM

55-068-4321-001

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KEYSER WV 26726-0425 DIVISION OF HIGHWAYS DISTRICT FIVE

P.O. BOX 99 BURLINGTON, WV 26710-0099

304-289-3521

DATE PRINT	ED T	ERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/24/			D.T.D.		
BID OPENING DATE:	09/13	/2006	BID		1:30PM
LINE	QUANTITY	UOP CAT.	ITEM NUMBER	UNITPRICE	AMOUNT
		ASHINGTON S STON, WV 2	TREET, EAST 5305-0130		
			THIS INFORMATIO D MAY NOT BE CON		
	BUYER:	33			
	RFQ. NO.:	057	00057		
	BID OPENING	DATE AND T	IME		
		YOU REGARDI	umber in case it ng your bid: 8-6939	IS NECESSARY	
; ;	CONTACT PER	SON (PLEASE	PRINT CLEARLY):		
	a9	TRICLO K:	LINDSEY		
		700			
SIGNATURE ()	, D	<u> Caralle de la compania del compania del compania de la compania del compania de la compania del compania de la compania del compania del compania de la compania del compania del</u>	VERSE SIDE FOR TERMS AND COI		1 1
(Today	S. Linder	Vecini	304-7	<u>88-0700 9</u>	17/06
OWNER		55-068-4	321-001	ADDRESS CHANGE	S TO BE NOTED ABOVE



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***709055839**

PO BOX 425

KEYSER WV

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

26726-0425

LINDSEY DELIVERY SERVICE

304-788-0700

Request for Quotation

05700057

PAGE 8

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

DIV

DIVISION OF HIGHWAYS DISTRICT FIVE

P.O. BOX 99 BURLINGTON, WV 26710-0099

304-289-3521

DATE PRIN	TED	TER	MS OF SA	Œ		SHIP VI	4		F.C).B.		FREIGHT TERMS
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								SERVICE CONTRACTOR CON				·
SIGNATURE /		A)		SEE REV	ERSE SI	DE FOR TE	RMS AND CO	NDITION:	S	la.	\TE	
TITLE ROLL	A F.	Lindou			······································		ELEPHONE 304-7	88-1			1 P	7/06
DWNER	****	7	<u>55-0</u>	68-4.	<u> 321-</u>	001			ADD	RESS CHAN	GES	TO BE NOTED ABOVE

057-00057

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

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

PACKAGES AND PARTS CAN WEIGH UP TO 150 POUNDS.

COUNTY HEADQUARTER ADDRESSES

BERKELEY COUNTY: 1867 ROCK CLIFF DRIVE

MARTINSBURG, WV 25401

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

GRANT COUNTY: PETERSBURG, WV 26847

2.2 MI W OF JUNCTION OF WV 42

HAMPSHIRE COUNTY: ROMNEY, WV 26757

JERSEY MOUNTAIN ROAD

HARDY COUNTY: MOOREFIELD, WV 26836

RT 55 - 1 MI JUNCTION RT 220 & RT 55

JEFFERSON COUNTY: KEARNEYSVILLE, WV 25430

LEETOWN ROAD - CO RT 14

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

MINERAL COUNTY: NEW CREEK, WV 26743

RT 50 - 0.5 MI W JUNCTION WV 972

MORGAN COUNTY: BERKELEY SPRINGS, WV 25411

600' SW OF US 522

0.15 MI S JUNCTION 38/14 & 522

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective wendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: ROBERT F. LINDSEY	
Authorized Signature: Robert F. Lindon Dat	e: 9/2/06
No Debt Affidavit Revised 02/08/05	