



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

Request for Quotation

RFQ NUMBER
669C0026

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

VENDOR

*224141824 04 740-373-7441
**SMITH CONCRETE
 PO BOX 356
 MARIETTA OH 45750**

SHIP TO

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/04/2009				

BID OPENING DATE: **02/18/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	CY		750-70		
<p>READY-MIX CONCRETE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE AND DELIVER ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SUPPLY READY MIXED PORTLAND CEMENT CONCRETE AND CONTROLLED LOW-STRENGTH MATERIAL (CLSM) TO BE USED IN DISTRICTS 1 THROUGH 10 PER THE ATTACHED SPECIFICATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>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 ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL 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.</p>						

RECEIVED
 2009 FEB 17 AM 9:42
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>A Ross Snyder</i>	TELEPHONE 740-373-7441	DATE 2/10/2009	
TITLE VP Sales	FEIN 31-1574851	ADDRESS CHANGES TO BE NOTED ABOVE	

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, this Contract may be deemed null and void, and terminated 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."

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



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<p>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.</p> <p>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.</p> <p>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.</p> <p>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 IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Ross Snyder</i>	TELEPHONE	DATE 2/10/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S: NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>A. Ross Smith</i>	TELEPHONE	DATE 2/10/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"> <i>J. Ross Snyder</i> SIGNATURE Smith Concrete COMPANY 2/10/09 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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SIGNATURE	TELEPHONE	DATE	
<i>J. Ross Snyder</i>		2/10/09	
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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:-----				Michael Austin		
RFQ. NO.:-----				669C0026		
BID OPENING DATE:-----				2/18/2009		
BID OPENING TIME:-----				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:				740-373-7446		
CONTACT PERSON (PLEASE PRINT CLEARLY):				J. Ross Snyder		

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications shall apply to the administration of this Contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

Section 601.7 is amended as follows:

DELETE THE SECOND AND THIRD PARAGRAPHS AND SUBSTITUTE THE FOLLOWING:

Concrete may be made by volumetric batching and continuous mixing (concrete mobile) as designated in AASHTO M241, except as otherwise specified herein.

When a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharge shall be completed within 1 1/2 hours after the addition of the cement to the aggregates. Each batch of concrete delivered at the job site shall be accompanied by a batch ticket (ST-17) bearing complete batching information. In adverse weather or under other conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85° F. or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed one hour. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within one hour after the cement has been added to the aggregate.

The addition of water after completion of initial mixing will not be permitted, except that when concrete is delivered in truck mixers additional water may be added to adjust to a specified consistency. In this event, a minimum of 20 additional revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete. The maximum allowable number of revolutions at mixing speed shall not be exceeded in total mixing; and the maximum allowable time between the addition of the cement to the aggregates and the discharge of the batch shall not be exceeded. Concrete that is not within the specified consistency limits at the time of placement shall not be used.

The terms "Contractor" and "Vendor" used in the above specifications or this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways
Standard Specifications Roads and Bridges, adopted 2000 and the
current Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Engineering Division, Technical Section
State Capitol Complex
Building 5, Room A-650
Charleston, West Virginia 25305

2. BIDDING INSTRUCTIONS

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause to reject bids.

If a Vendor is bidding materials from more than one plant, a set of bid schedules with all required information shall be provided for each source.

3. DETERMINING LOW BID

State Contract Purchase Orders (SCO) for individual projects will be based on the lowest overall total cost of the material (Items A through I) plus the haul cost (Item L) plus any additional charges (Items J, K, M, N and O).

The haul distances allowed for Item L will be over suitable routes selected by the District Engineer and shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges. If a Vendor inserts prices for both options of Item I, Additional Haul, the Division will calculate payment under this item using the option that will result in the least expense to the Division.

4. CONTRACT AWARD

All qualified Vendors who submit a valid bid will be awarded a contract for those items bid.

The Division will only buy concrete and controlled low-strength material (CLSM) produced in a certified plant. Therefore, State Contract Orders (SCO'S) will only be issued to Vendors with a certified plant. Bids submitted from Vendors whose plant is not certified will be considered valid, but SCO's will not be issued to a Vendor until such time as his plant becomes certified.

If the Vendor's plant certification expires during the life of this contract, SCO's will not be issued for concrete and controlled low-strength material (CLSM) from that plant until such time as the plant's certification is renewed.

In the event a Contractor fails to conform to the requirements set out in this contract document, the State Contract Purchase Order or the governing specifications, the SCO may be canceled and reissued to the next low bidder.

5. MATERIAL TESTING

The Vendor will conduct all tests required by the specifications to be performed at the plant. Any job site testing required by the specifications will be performed by the Division.

6. ACCEPTANCE PLAN

Material failing to comply with the quality requirements will not be accepted, and will be returned at the Vendor's expense.

7. DELIVERY

The unit Bid Price quoted for Concrete and Controlled Low-Strength Material (CLSM) Items A through I shall include delivery within five (5) miles of the Vendor's Plant.

8. TEMPERATURE CONTROL

The Vendor is required to meet the temperature requirements as set forth in the Standard Specifications.

9. ADMIXTURES

All concrete shall be air-entrained. The cost of the air-entraining agent shall be included in the Unit Bid Price of the concrete and no additional charge for air-entraining agent will be allowed under Item J, Admixture.

10. VENDOR'S INVOICE

Vendor's invoices must be submitted in original and one copy and contain the following:

- a. Division of Highways State Contract Order (SCO) Number and this Contract Number.

- b. Total quantity and unit price with all additional charges itemized, and the total cost for the material furnished.

Note: Under no circumstance will the West Virginia Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the SCO.

11. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by State DOT agency for orders as a condition of award.

12. BIDDING SCHEDULE (Continued)

Unit Bid Price for Items A through I, to include delivery within five (5) miles of Vendor's Plant.

ORDER SIZE IN CUBIC YARDS

	District <u>3</u>				PRICE PER CUBIC YARD
Item No.	<u>2-2.99CY</u>	<u>3-3.99CY</u>	<u>4-4.99CY</u>	<u>5 CY & Over</u>	
A. Class A Concrete,	_____/CY	_____/CY	_____/CY	_____/CY	
B. Class B Concrete,	103.00/CY	103.00/CY	103.00/CY	103.00/CY	
C. Class C Concrete,	_____/CY	_____/CY	_____/CY	_____/CY	
D. Class D Concrete,	_____/CY	_____/CY	_____/CY	_____/CY	
E. Class K Concrete,	108.00/CY	108.00/CY	108.00/CY	108.00/CY	
F. Modified Class K Concrete, 8-1/2 Bag Mix, Siliceous Sand	_____/CY	_____/CY	_____/CY	_____/CY	
G. CLSM Type A	85.00/CY	85.00/CY	85.00/CY	85.00/CY	
H. CLSM Type B	85.00/CY	85.00/CY	85.00/CY	85.00/CY	
I. CLSM Type C	_____/CY	_____/CY	_____/CY	_____/CY	
J. Will Class B Concrete supplied at prices quoted above contain limestone sand?					<u>No</u>
If so, state additional charge to provide Class B Concrete using siliceous sand					<u>N/A</u> /CY
K. Charge per bag for increased cement content above the target value.					<u>6.00</u> /CY
L. Additional Haul: Vendor may bid either or both options; however, the Division of Highways will select the most cost effective option.					
					Option A \$ <u>3.50</u> per cubic yard per mile
					Option B \$ _____ per truck load per mile

12. BIDDING SCHEDULE (Continued) DISTRICT 3

M. Admixture, per cubic yard

1)	Water-reducing set retarder	\$ 2.00	CY
2)	Water reducer	\$no chg	CY
3)	Calcium chloride based accelerator (HE-122 or approved equal)	\$ 6.00	OZ
4)	Non-calcium chloride based accelerator (Darex Set Accelerator or approved equal)	\$ 7.00	OZ
5)	Super plasticizer (Eucon 37 or approved equal)	\$ 6.00	CY
6)	Fiber	\$ 6.00	CY
7)	Heated Concrete	\$ 3.00	CY
8)	Ice	\$.19	per pound

N. Due to time constraints, the cement may have to be added to the transit mixer at the project site using Division personnel. Please state any additional charges as follows:

- 1) Cement provided and transported to project site by Vendor \$ separate b/cy
- 2) Cement provided by Vendor and transported from Vendor's plant to project site by Division \$ separate b/c

O. Penalty Charge for unloading time in excess of ten (10) minutes per cubic yard. \$ none per truck minute

Plant Location 1680 SR 618, Belpre, OH 45714
26650 SR 7, Marietta, OH 45750

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.

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: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

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

Vendor's Name: Smith Concrete
Authorized Signature: J. Ross Snyder Date: 2/10/09