

VENDOR

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

### Request for Quotation

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RFQ NUMBER 6610C007

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

**≈** 709040844 304-229-1771 I NWOOD QUARRY INC P 0 BOX 65 I NWOOD WV 25428

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 10/08/2009 BID OPENING DATE: 10/21/2009 BID OPENING TIME 01:30PM CAT. QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 TN 750-56 1 STONE AND AGGREGATE CT 14 2009 OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SUPPLY STONE AND AGGREGATE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS, DISTRICT 1 THROUGH 10 PER THE ATTACHED SPECIFICATION. CONTRACT IS FOR 6 MONTH AND TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SUPPLY CINDERS TO THE WEST VIRGINIA DIVISION OF HIGHWAYS FOR DISTRICTS 1, 3, 4, 6, AND 7. PER THE ATTACHED SPECIFICATIONS. CONTRACT IS FOR 6 MONTHS. 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. 2009 OCT 28 A 7 48 EXHIBIT 3 RELIABING DIVISION STATE OF WV LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON SEE REVERSE SIDE FOR TERMS AND CONDITIONS. SIGNATURE FELEPHONE 304-229-1 10-19-09 ADDRESS CHANGES TO BE NOTED ABOVE

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

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# 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."

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

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

# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

\*709040844 304-229-1771
INWOOD QUARRY INC
PO BOX 65
INWOOD WV 25428

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RFQ NUMBER

VENDOR

**\*709040844** 304-229-1771 INWOOD QUARRY INC PO BOX 65

INWOOD WV 25428

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Charleston, WV 35205 0400 Charleston, WV 25305-0130

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- Jul	VIII DA	150V	hI			•	-19-09
<u> Sales</u>			55	045	56 <i>3SS</i>	ADDRESS CHANGES	TO BE NOTED ABOVE

### 12. BIDDING SCHEDULE

12.1 Bid	ding F	.O.B.	Vendor's	Storage	Site
----------	--------	-------	----------	---------	------

a)	SOURCE OF MATERIAL (Stapply) (e.g., Quarry local dredging or pit location if location if Slag)	tion if Sandstone	e or Limestone;	
b)	EXACT LOCATION OF separate bid schedule must between Vendors storage s	t be submitted whe	n bid price varies	
	——————————————————————————————————————	MN poodul		***************************************
	***************************************			
Con- Tract Item	Description of		id Price Per Ton	
	Aggregate	F.U.B.	Vendor's Storage Site	
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A B C	Class 1 Aggregate Class 2 Aggregate AASHTO #1 Aggregate	<u>8,89</u> 8,89	-	
D	AASHTO #3 Aggregate	9.95		
E F	AASHTO #4 Aggregate AASHTO #467 Aggregate			
G	AASHTO #57 Aggregate	10.95		
Н	AASHTO #67 Aggregate	10.95		***************************************
l J	AASHTO #7 Aggregate AASHTO #8 Aggregate	10.84		<del></del>
K	AASHTO #9 Aggregate			<del></del>

NOTE: The <u>Bid Schedules</u> are ready for download on Purchasing's Web site at <u>www.state.wv.us/admin/purchase</u>

### **BIDDING SCHEDULE (Continued)**

Cinders

AA

12.1 Bidding F.O.B. Vendor's Storage Site (Continued)

LMNOPQRSFU	Stone for Gabions Fine Aggregate Standard Abrasives Modified Abrasives Riprap Shot Rock AASHTO #8 Modified AASHTO #9 Modified Pea Gravel #11 Limestone Abrasives	11,80 11,55 8,89 11,25 10,74		
V	Haul by Vendor (Except Ite @\$ for F @\$ for E		I Ton Mile	
W		nd/or P): First Ton-Mile Each Additiona	l Ton-Mile	
Con- Tract Item	Description of Material	<u>_</u> F	Bid Price Per Ton .O.B. Vendor's Storage Site	2

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

### 12. BIDDING SCHEDULE

### DISTRICT FIVE

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B.  DOH Storage Site
				LIMESTONE BLAST
	<u>BERKE</u>	LEY COUNTY		SANDSTONE   FURNACE   STEEL
				GRAVEL, SAND SLAG SLAG
A	Class 1	3000	Martinsburg	12.94
В	Class 2	3000	Martinsburg	12.94
D	No. 3	3000	Martinsburg	14:00
G	No. 57	3500	Martinsburg	15,80
	No. 7	3000	Martinsburg	
K	No. 9	1000	Martinsburg	
L	Gabion Stone	500	Martinsburg	16.30
M	Fine Aggregate	500	Martinsburg	15-160
N	Standard Abr.	4500	Martinsburg	12.94
0	Modified Abr.	4500	Martinsburg	12.94
Р	Riprap	500	Martinsburg	15,30
Q	Shot Rock	2000	Martinsburg	12,30
R	No. 8 Modified	5000	Martinsburg	14.79
\$	No. 9 Modified	1000	Martinsburg	
	***************************************	T COUNTY	D	processor and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon
A	Class 1	3500	Petersburg	
В	Class 2	3500	Petersburg	
D	No. 3	500	Petersburg	
1	No. 7	2500	Petersburg	
J	No. 8	2500	Petersburg	
Ĺ	Gabion Stone	500	Petersburg	
N	Standard Abr.	2000	Petersburg	
0	Modified Abr.	2000	Petersburg	
Р	Riprap	500	Petersburg	
Q	Shot Rock	2000	Petersburg	
R S	No. 8 Modified No. 9 Modified	3000	Petersburg	
5	No. 9 Modified	750	Martinsburg	
	GRAN	T COUNTY		
А	Class 1	3500	Mt. Storm	
В	Class 2	3500	Mt. Storm	
-	No. 7	2500	Mt. Storm	
Ĵ	No. 8	1000	Mt. Storm	
N	Standard Abr.	2000	Mt. Storm	
Ö	Modified Abr.	2000	Mt. Storm	
P	Riprap	500	Mt. Storm	
Q	Shot Rock	2000	Mt. Storm	
R	No. 8 Modified	3000	Mt. Storm	
S	No. 9 Modified	250	Mt. Storm	
~		200	iii. Otoini	

### 12. BIDDING SCHEDULE

#### DISTRICT FIVE

12.2 Bidding F.O.B. Division's Storage Site (Continued)

HARDY COUNTY	Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B.  DOH Storage Site			
A   Class 1   1000   Baker	HARDY COUNTY				SANDSTONE FURNACE STEEL			
B   Class 2   2500   Baker	Α	Class 1	.1000	Baker	ONTIEL, OTTO OLAG			
Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Section   Sect		Class 2						
No. 7	D	No. 3	100	Baker				
K No. 9	G	No. 57	500	Baker				
L Gabion Stone   500   Baker   N Standard Abr.   5000   Baker   P Riprap   500   Moorefield   P Riprap   500   Charles Town   12,94   P Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50   D Riprap   500   Charles Town   15,50	1	No. 7	2500	Baker				
N   Standard Abr.   5000   Baker	K	No. 9	1500	Baker				
O         Modified Abr.         5000         Baker           P         Riprap         500         Baker           Q         Shot Rock         500         Baker           R         No. 8 Modified         4000         Baker           HARDY COUNTY           A Class 1         1000         Moorefield           B         Class 2         2000         Moorefield           D         No. 3         500         Moorefield           D         No. 3         500         Moorefield           I         No. 7         2000         Moorefield           K         No. 9         1500         Moorefield           N         Standard Abr.         4000         Moorefield           N         Standard Abr.         4000         Moorefield           P         Riprap         500         Moorefield           P         Riprap         500         Moorefield           Q         Shot Rock         500         Moorefield           R         No. 8 Modified         2000         Moorefield           D         No. 8 Modified         2000         Moorefield           D         No. 8 Modified	L.	Gabion Stone	500	Baker				
Riprap	Ν	Standard Abr.	5000	Baker				
Shot Rock   Sou   Baker   Shot Rock   Sh	0	Modified Abr.	5000	Baker				
R No. 8 Modified   4000   Baker	Р	Riprap	500	Baker				
HARDY COUNTY		,	500	Baker				
A Class 1 1000 Moorefield B Class 2 2000 Moorefield D No. 3 500 Moorefield G No. 57 500 Moorefield I No. 7 2000 Moorefield K No. 9 1500 Moorefield L Gabion Stone 500 Moorefield N Standard Abr. 4000 Moorefield O Modified Abr. 4000 Moorefield P Riprap 500 Moorefield Q Shot Rock 500 Moorefield R No. 8 Modified 2000 Moorefield D No. 3 1000 Charles Town I SEFFERSON COUNTY  A Class 1 4000 Charles Town B Class 2 4000 Charles Town I Ja. 94 D No. 3 1000 Charles Town I Ja. 94 D No. 3 1000 Charles Town I Ja. 94 D No. 3 1000 Charles Town I Ja. 94 D No. 3 1000 Charles Town I Ja. 94 D No. 3 1000 Charles Town I Ja. 94 D No. 3 1000 Charles Town I Sabo 1 15.00	R	No. 8 Modified	4000	Baker				
B   Class 2   2000   Moorefield		<u>HARD)</u>	COUNTY					
B   Class 2   2000   Moorefield	٨	Ciana 4	4000		-			
D No. 3   500   Moorefield								
Society								
No. 7   2000   Moorefield								
K       No. 9       1500       Moorefield         L       Gabion Stone       500       Moorefield         N       Standard Abr.       4000       Moorefield         O       Modified Abr.       4000       Moorefield         P       Riprap       500       Moorefield         Q       Shot Rock       500       Moorefield         R       No. 8 Modified       2000       Moorefield         JEFFERSON COUNTY     A Class 1 4000 Charles Town  B Class 2 4000 Charles Town  D No. 3 1000 Charles Town  G No. 57 1000 Charles Town  I A. 9 4  I No. 7 3000 Charles Town  I No. 7 3000 Charles Town  L Gabion Stone  South Charles Town  Charles Town  D Modified Abr.  Standard Abr.  Standa								
L       Gabion Stone       500       Moorefield         N       Standard Abr.       4000       Moorefield         O       Modified Abr.       4000       Moorefield         P       Riprap       500       Moorefield         Q       Shot Rock       500       Moorefield         R       No. 8 Modified       2000       Moorefield         JEFFERSON COUNTY     A Class 1 4000 Charles Town  B Class 2 4000 Charles Town  D No. 3 1000 Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  L Gabion Stone 500 Charles Town  N Standard Abr. 1500 Charles Town  N Standard Abr. 1500 Charles Town  Modified Abr. 1500 Charles Town  Charles Town  Charles Town  D Modified Abr. 1500 Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charles Town  Charl	•							
N Standard Abr. 4000 Moorefield  O Modified Abr. 4000 Moorefield  P Riprap 500 Moorefield  Q Shot Rock 500 Moorefield  R No. 8 Modified 2000 Moorefield  JEFFERSON COUNTY   A Class 1 4000 Charles Town  B Class 2 4000 Charles Town  D No. 3 1000 Charles Town  G No. 57 1000 Charles Town  I No. 7 3000 Charles Town  I No. 7 3000 Charles Town  L Gabion Stone 500 Charles Town  N Standard Abr. 1500 Charles Town  Modified Abr. 1500 Charles Town  P Riprap 500 Charles Town  Q Shot Rock 500 Charles Town  Q Shot Rock 500 Charles Town  R No. 8 Modified 4000 Charles Town  I A. 94  I A. 9								
O       Modified Abr.       4000       Moorefield         P       Riprap       500       Moorefield         Q       Shot Rock       500       Moorefield         R       No. 8 Modified       2000       Moorefield     **Page 14								
P Riprap 500 Moorefield Q Shot Rock 500 Moorefield R No. 8 Modified 2000 Moorefield    Description								
Shot Rock   500   Moorefield								
R No. 8 Modified   2000   Moorefield								
A   Class 1   4000   Charles Town   12,94								
A Class 1	,,	.vo. o modinod	2000	Woording				
B         Class 2         4000         Charles Town         13,94           D         No. 3         1000         Charles Town         14,86           G         No. 57         1000         Charles Town         15,80           I         No. 7         3000         Charles Town         16,30           N         Standard Abr.         1500         Charles Town         12,94           O         Modified Abr.         1500         Charles Town         13,94           P         Riprap         500         Charles Town         15,30           Q         Shot Rock         500         Charles Town         13,36           R         No. 8 Modified         4000         Charles Town         14,79	JEFFERSON COUNTY							
D       No. 3       1000       Charles Town       14.00         G       No. 57       1000       Charles Town       15.00         I       No. 7       3000       Charles Town         L       Gabion Stone       500       Charles Town         N       Standard Abr.       1500       Charles Town         O       Modified Abr.       1500       Charles Town         P       Riprap       500       Charles Town         Q       Shot Rock       500       Charles Town         R       No. 8 Modified       4000       Charles Town	Α	Class 1	4000	Charles Town	12.94			
G No. 57 1000 Charles Town I No. 7 3000 Charles Town L Gabion Stone 500 Charles Town N Standard Abr. 1500 Charles Town O Modified Abr. 1500 Charles Town P Riprap 500 Charles Town Q Shot Rock 500 Charles Town R No. 8 Modified 4000 Charles Town I J. 94 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J. 30 I J	В	Class 2	4000	Charles Town	12,94			
G       No. 57       1000       Charles Town       15.00         I       No. 7       3000       Charles Town       16.30         L       Gabion Stone       500       Charles Town       16.30         N       Standard Abr.       1500       Charles Town       13.94         O       Modified Abr.       1500       Charles Town       13.94         P       Riprap       500       Charles Town       15.30         Q       Shot Rock       500       Charles Town       16.30         R       No. 8 Modified       4000       Charles Town       14.79	D	No. 3	1000	Charles Town	14.00			
L Gabion Stone 500 Charles Town 16.30  N Standard Abr. 1500 Charles Town 12,94  O Modified Abr. 1500 Charles Town 12,94  P Riprap 500 Charles Town 15,30  Q Shot Rock 500 Charles Town 16,36  R No. 8 Modified 4000 Charles Town 14,79	G	No. 57	1000	Charles Town \				
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N         Standard Abr.         1500         Charles Town         13,94           O         Modified Abr.         1500         Charles Town         13,94           P         Riprap         500         Charles Town         15,30           Q         Shot Rock         500         Charles Town         13,30           R         No. 8 Modified         4000         Charles Town         14,79	L	Gabion Stone	500	Charles Town	16.30			
P Riprap 500 Charles Town 15,30 Q Shot Rock 500 Charles Town 13,30 R No. 8 Modified 4000 Charles Town 14,79					12,94			
Q Shot Rock 500 Charles Town 10,30 R No. 8 Modified 4000 Charles Town 14,79								
R No. 8 Modified 4000 Charles Town 14,79								
R No. 8 Modified 4000 Charles Town 14,79				•	19,30			
S No. 9 Modified 2000 Charles Town					14,79			
	S	No. 9 Modified	2000	Charles Town				

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# 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:	Towood Wygrey :	IN's-		
Authorized Signature:	John woods	Date: _	10-19-09	
Purchasing Affidavit (Revised 0	1/01/09)			