

VENDOR

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

304-485-2191

# Request for Quotation

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RFQ NUMBER 6610C020

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1	

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

\*709051432 ARROW CONCRETE PO BOX 4336

PARKERSBURG WV 26104 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

03/17/201				F.O.B	EREIGHT TERMS
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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. 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).



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ARROW CONCRETE DIVISION OF HIGHWAYS PO BOX 4336 VARIOUS LOCALES AS INDICATED BY ORDER PARKERSBURG WV

SHIP VIA DATE PRINTED TERMS OF SALE F.O.B FREIGHT TERMS 03/17/2010 BID OPENING DATE BID OPENING TIME 03/31/2010 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ..... 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 GIVING THE DIRECTOR OF PURCHASING 30 DAYS REASON UPON 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 IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) SEE REVERSE SIDE FOR TERMS AND CONDITIONS: SIGNATURE TELEPHONE DATE TITLE



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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

RFO NUMBER 6610C020

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

\*709051432 304-485-2191 ARROW CONCRETE PO BOX 4336 PARKERSBURG WV 26104

	DATE PRINT	ED	TER	MS OF SAL	F	SHIP V	Α		FO.B		FREIGHT TERM	S
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO. 'S:  NO. 1  NO. 2  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.  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.  SIGNATURE  SEE REVERSE SIDE FOR TERMS AND CONDITIONS  BLEPHONE DATE  DATE	03/17/	2010										
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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

304-485-2191

Request for Quotation

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

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\*709051432 ARROW CONCRETE PO BOX 4336

PARKERSBURG WV 26104 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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## Request for Quotation

RFO NUMBER 6610C020

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MICHAEL AUSTIN 304-558-2402

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PARKERSBURG WV 26104

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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.

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.

### Vendors should type Bid Schedules

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

#### 12. BIDDING SCHEDULE

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

	DIST	rrict1	_	PRICE PE	R CUBIC YARD	
Item No.		2-2.99CY	3-3.99CY	4-4.99CY	5 CY & Over	
A.	Class A Concrete,	JCY	/CY	)CA	/CY	
В	Class B Concrete,	130.00CY	123.00/CY	100.00CY	100.00 /CY	
c.	Class C Concrete,	/CY	/CY	/CY	/CY	
D.	Class D Concrete,	/CY	/CY	/CY	CY	
E.	Class K Concrete,	1 <u>35.00</u> /cy	1 <u>28.00</u> /CY	1 <u>05.00</u> /CY	105.00 /CY	
F.	Modified Class K Concrete, 8-1/2 B Mix, Siliceous Sa		/CY	_/CY	/CY	/CY
G.	CLSM Type A	/CY	/CY	/CY	\CX	
н.	CLSM Type B	$1\underline{10.00}$ /CY	103.0 ØCY	80.00/CY	80.00 /CY	
I.	CLSM Type C	124.00/CY	117.00/CY	94.00/CY	94.00 /CY	
J.	Will Class B Conc quoted above cont	rete suppli ain limesto	ed at prices one sand?	N	10	
	If so, state addi Class B Concrete	tional char using silic	rge to provide eous sand	P N/	A /CY	
ĸ.	Charge per bag for content above the	or increased target val	l cement .ue.	7.5	60 /CY	
Ŀ.	Additional Haul: Division of Highw	Vendor may vays will se	y bid either elect the most	or both opti t cost effect	ons; however,	the
		Option	A \$ 1.00	_per cubic y	ard per mile	
		Option	B \$ 80.00	_per truck l	oad per mile	

12.	BIDDIN	G SCHEDULE (co	ntinued) I	DISTRICT _	1		
	м.	2) Water re 3) Calcium (HE-122 4) Non-calc (Darex S 5) Super pl equal 6) Fiber	ducing set r	ed accelera equal based acce or or appro	elerator oved equal	\$ 2.50 CY \$ -0- CY \$ .03 OZ \$ .11 OZ \$ 6.00 CY \$ 6.50 CY \$ 5.00 CY \$ .40 per	pound
	N.	Due to time co to the transit personnel. Po follows:	onstraints, t t mixer at tl lease state a	ne project	site using 1	Division	
			ement provide roject site l			/CY	
		f:	ement providor's ivision		roject site		
	0.	Penalty Chargin excess of yard.				truck minute	
	Plant	Location Wir	nfield / Cha	rleston			

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

Dist	rict 2		PRICE PE	ER CUBIC YARD	•
	2-2.99CY	3-3.99CY	4-4.99CY	5 CY & Over	
Class A Concrete,	/CY	/CY	/CY	/CY	
Class B Concrete,	123.00/CY	116.00/CY	93.00/CY	93.00 /CY	
Class C Concrete,	1 <u>20.00</u> /cy	1 <u>13.00</u> /CY	9 <u>0.00</u> /CY	90.00 /CY	
Class D Concrete,	/CY	/CY	/CY	/GY	
Class K Concrete,	1 <u>28.00</u> /cy	1 <u>21.00</u> /cy	98.00_/CY	98.00 /CY	
		_/cy	_/cy	_/CY	/cy
CLSM Type A	/CY	/CY	/CY	/CY	
CLSM Type B	104.09 <sub>CY</sub>	97.00/CY	74.00/CY	74.00 /CY	
CLSM Type C	117.00cy	$1\underline{10.00}$ /CY	87.00/CY	87.00 /CY	
			NO	**************************************	
	•	<b></b>	n/a	/CY	
			7.50	0/CY	
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	Option	A \$ 1.00	_per cubic ya	ard per mile	
	Option	B \$ 80.00	_per truck lo	oad per mile	
	Class A Concrete, Class B Concrete, Class C Concrete, Class D Concrete, Class K Concrete, Modified Class K Concrete, 8-1/2 B Mix, Siliceous San CLSM Type A CLSM Type B CLSM Type C Will Class B Concrete above cont If so, state addi Class B Concrete Charge per bag focontent above the Additional Haul:	Class A Concrete,	Class A Concrete,	2-2.99CY   3-3.99CY   4-4.99CY   Class A Concrete,	2-2.99CY 3-3.99CY 4-4.99CY 5 CY & Over  Class A Concrete,/CY/CY/CY/CY  Class B Concrete, 123.00/cy 116.00/cy 93.00/cy 93.00 /cy  Class C Concrete, 120.00/cY 113.00/cY 90.00 /CY 90.00 /CY  Class D Concrete,/CY/CY/CY/CY  Class K Concrete, 128.00/cY 121.00/cY 98.00 /CY 98.00 /CY  Modified Class K  Concrete, 8-1/2 Bag  Mix, Siliceous Sand/CY/CY/CY  CLSM Type A/CY/CY/CY/CY  CLSM Type B 104.00/cY 97.00/cY 74.00/cY 74.00 /CY  CLSM Type C 117.00/cY 110.00/cY 87.00/CY 87.00 /CY  Will Class B Concrete supplied at prices quoted above contain limestone sand?NO  If so, state additional charge to provide Class B Concrete using siliceous sand/CY  Charge per bag for increased cement

. BIDDIN	G SCHEDULE (	continued) DISTRICT 2	
м.	Admixture, p	er cubic yard	
	2) Water 3) Calciu (HE-12 4) Non-ca (Darex 5) Super equal 6) Fiber	reducing set retarder reducer um chloride based accelerator 22 or approved equal alcium chloride based accelerator 35 Set Accelerator or approved equal plasticizer (Eucon 37 or approved	\$ 2.50 CY \$ -0- CY \$ .03 OZ \$ .11 OZ \$ 6.00 CY \$ 6.50 CY \$ 5.00 CY \$ .40 per pound
	to the trans	constraints, the cement may have to sit mixer at the project site using Please state any additional charges	Division
	1)	Cement provided and transported to project site by vendor \$ n/a	_/CY
	2)	Cement provided by vendor and transfrom Vendor's plant to project site Division \$ n/a	sported by _/C
ο.	Penalty Cha: in excess of yard.	rge for unloading time f ten (10) minutes per cubic \$ <u>8.00</u> per	r truck minute
Plant	Location	Huntington, WV	

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

	Dis	trict 3	_	PRICE PE	R CUBIC YARD	
Item No.		2-2.99CY	3-3.99CY	4-4.99CY	5 CY & Over	
Α.	Class A Concrete	,/CY	/CY	/CY	/CY	
В	Class B Concrete	, 1 <u>25.00</u> /cy	118.00/cy	95.00/CY	<u>95.00</u> /CY	
c.	Class C Concrete	,/CY	/CY	/CY	/CY	
D.	Class D Concrete	,/CY	/CY	/CY	/CY	
E.	Class K Concrete	, 1 <u>30.00</u> /cy	123.00/cy	1 <u>00.00</u> /CY	100.00 /CY	
F'.	Modified Class K Concrete, 8-1/2 Mix, Siliceous S	Bag	/CY	_/CY	_/CY	/cy
G.	CLSM Type A	/CY	/CY	/CY	/CY	
H.	CLSM Type B	1 <u>05.00</u> /cy	98.00cy	75.00/CY	75.00 /CY	
I.	CLSM Type C	1 <u>19.00</u> /CY	112.00CY	89.00/CY	89.00 /CY	
J.	Will Class B Con quoted above con	crete suppli tain limesto	ed at prices ne sand?	No	www.companies.com	
	If so, state add Class B Concrete	itional char using silic	ge to provide eous sand	n/a	/CY	
к.	Charge per bag f content above th	or increased e target val	cement ue.	7.5	0/CY	
L.	Additional Haul: Division of High	Vendor may ways will se	y bid either lect the most	or both opti cost effect	ons; however, ive option.	the
		Option	A \$ 1.00	_per cubic ya	ard per mile	
		Option	B \$ 80.00	_per truck l	oad per mile	

12.	BIDDI	NG SCHEDULE	(continued) D	ISTRICT _	3		
	м.	Admixture,	per cubic yard				
		2) Wate 3) Calc (HE- 4) Non- (Dar 5) Supe equa 6) Fibe		ed acceler equal based acc or or appr	elerator oved equal	\$\frac{2.50}{\$\sigma} \frac{0}{\$-0-}\$\$\$\$ \cdot 03\$\$\$\$\$\square .11\$\$\$\$\frac{6.00}{\$6.50}\$\$\$\$\frac{5.00}{\$5.00}\$\$\$\$\$\square \frac{1}{3}\$\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\cdot \frac{1}{3}\$\$\$\$\cdot \frac{1}{3}\$\$\$\cdot \frac{1}{3}\$\$\cdot \frac{1}{3}\$\cdot \frac{1}{3}\$\$\cdot \frac{1}{3}\$\cdot \frac{1}{3}\$\$\cdot \frac{1}{3}\$\cdot \frac{1}{3}\$\cdot \f	_cy _cy _cy _cy _cy _cy _cy
	N.	to the tra	e constraints, t nsit mixer at th Please state a	e project	site using	Division	đ
		1)	Cement provide project site b	d and tra y vendor	nsported to \$ <u>n/a</u>	_/CY	
		2)	Cement provide from Vendor's Division				
	٥.	Penalty Ch in excess yard.	arge for unloadi of ten (10) minu	ng time tes per c	ubic \$ <u>8.00</u> per	truck m	inute

Plant Location Parkersburg, WV

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

	Dist	rict 4	***************************************	PRICE PE	ER CUBIC YARD	
Item No.		2-2.99CY	3-3.99CY	4-4.99CY	5 CY & Over	
A.	Class A Concrete,	/CY	/CY	/CY	\GX	
В	Class B Concrete,	130.00°CY	123.00°CY	100.00/CY	100.00 /CY	
c.	Class C Concrete,	/CX	/CY	/CY	/CY	
D.	Class D Concrete,	/CY	/CY	/CY	/CY	
E.	Class K Concrete,	135.00/cy	128.00/CY	105.00/CY	1 <u>05.00</u> /CY	
F.	Modified Class K Concrete, 8-1/2 E Mix, Siliceous Sa		_/cy	_/CY	_/CY	/CY
G.	CLSM Type A	/CY	/CY	/C¥ `	/CY	
н.	CLSM Type B	108.00/cy	101.00/cy	7 <u>8.00</u> /CY	78.00 /CY	
I.	CLSM Type C	124.00/cy	1 <u>17.00</u> /CY	9 <u>4.00</u> /CY	94.00 /CY	
J.	Will Class B Cond quoted above cont	rete suppli ain limesto	ed at prices ne sand?	n/a	a	
	If so, state addi	tional char using silic	ge to provide eous sand	n/a	a/CY	
ĸ.	Charge per bag for content above the	or increased e target val	cement ue.	7.50	) /CY	
L.	Additional Haul: Division of High	Vendor may ways will se	· bid either lect the most	or both opti t cost effect	ons; however, tive option.	the
		Option	A \$ 1.00	_per cubic y	ard per mile	
		Option	в \$ 80.00	per truck l	oad per mile	

M.	Admixture,	per cubic yard	
		r-reducing set retarder	\$ 2.50 CY
		reducer	\$CY
		um chloride based accelerator L22 or approved equal	s .03 oz
	4) Non-C	palcium chloride based accelerator	
	(Dare	ex Set Accelerator or approved equal	\$ .11 oz
	5) Super	r plasticizer (Eucon 37 or approved	
	equal		\$ 6.00 CY \$ 6.50 CY
	6) Fiber	=	\$ 6.50 CY \$ 5.00 CY
	7) Heate 8) Ice	ed Concrete	s .40 per por
N.	to the tran	e constraints, the cement may have the constraints, the cement may have the site using Please state any additional charge	Division
N.	to the tranpersonnel.	asit mixer at the project site using	Division s as
Ν.	to the tran personnel. follows:	nsit mixer at the project site using Please state any additional charge  Cement provided and transported to	Division s as _/CY sported
и.	to the transpersonnel. follows:  1)  2)  Penalty Cha	Cement provided and transported to project site by vendor \$\frac{n}{a}\$ n/a  Cement provided by vendor and transform Vendor's plant to project site by a n/a  Division \$\frac{n}{a}\$  arge for unloading time of ten (10) minutes per cubic	Division s as  _/CY sported e by

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

	District -	5	PRICE	PER CUBIC YARI	)
Item No.	2-2.99	<u>CY</u> 3-3.99	<u>4-4.99C</u>	5 CY & Over	
Α.	Class A Concrete,/	CY/	\CX\C3	/CY	
В	Class B Concrete,/	'CY/	CY/cr	/CY	
c.	Class C Concrete,/	'CY/	'CY/C:	/CY	
D.	Class D Concrete,/	'CY/	'CY/C:		
E.	Class K Concrete,/	'CY/	CA	Y/CY	
F.	Modified Class K Concrete, 8-1/2 Bag Mix, Siliceous Sand	/CY	/CY	/CY	/CY
G.	CLSM Type A	/CY/	/GX/G	Y/CY	•
н.	CLSM Type B	/CY	\GA\C.	Y/CY	•
I.	CLSM Type C	/CY	\GA\C	Y/CY	•
J.	Will Class B Concrete su quoted above contain lim	applied at pr mestone sand?	ices		
	If so, state additional Class B Concrete using s			/CY	
к.	Charge per bag for incre content above the target	eased cement value.		/CY	
L.	Additional Haul: Vendor Division of Highways wil	may bid eit l select the	ther or both on most cost eff	ective option.	the
	Opt	tion A \$	per cubic	yard per mile	
	Op <sup>4</sup>	tion B \$	per trucl	c load per mile	

BIDDIN	G SCHEDULE	(continued)	DISTRICT_	5			
м.	Admixture,	per cubic ya	ırd				
	<ol> <li>Water</li> <li>Calc:</li> </ol>	r-reducing se r reducer ium chloride 122 or approv	based accele	erator	\$ \$	OZ GA GA	4
Non-ca	alcium chlor	ride based ac ex Set Accele	ccelerator erator or app r (Eucon 37	proved equ	ual \$	OZ	
	equa 6) Fibe	1)	i (macon 2)	or approx	\$ \$	CY CY CY	pound
N.	to the tra	nsit mixer a	s, the cemen t the project te any addit	t site us	sing Divis:	ided ion	
	1)	Cement pro project si	ovided and traction to the by Vendor	ansported	d to \$	_/CY	
	2)	Cement pro from Vendo Division	ovided by Ver or's plant to	ndor and oproject	transporte site by \$	_/C	
٥.	Penalty Ch in excess yard.	narge for unl of ten (10)	loading time minutes per	cubic	\$pe	r truck	minute
	Plant Loca	ation					

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

	Dist	rict 6	_	PRICE P	ER CUBIC YARD	)
Item No.		2-2.99CY	3-3.99CY	4-4.99CY	5 CY & Over	
A.	Class A Concrete,	/CY	/CY	/CY	/CY	
В	Class B Concrete,	130.00cy	123.00CY	100.00°CY	100.00 /CY	
c.	Class C Concrete,	/CY	/CY	/CY	/CY	
D.	Class D Concrete,	121.00cy	114.00cx	91.00/CY	91.00 /CY	
E.	Class K Concrete,	135.00CY	128.00°CY	105.00 CY	105.00 /CY	
F.	Modified Class K Concrete, 8-1/2 B Mix, Siliceous Sa		_/cy	_/CY	/CY	/CY
G.	CLSM Type A	/CY	/CY	/CY	/CY	
H.	CLSM Type B	109.00 CY	102.00/CY	84.00/CY	84.00 /CY	
I.	CLSM Type C	123.00 CY	1 <u>16.00</u> /CY	89.00/CY	89.00 /CY	
J.	Will Class B Conc quoted above cont	rete suppli- ain limesto	ed at prices ne sand?	No		
	If so, state addi Class B Concrete	tional char using silic	ge to provide eous sand	<u>n</u>	/a/CY	
к.	Charge per bag for content above the	or increased target val	cement ue.	7.5	0/cy	
L.	Additional Haul: Division of Highw	Vendor may vays will se	bid either lect the most	or both opti cost effect	ons; however, tive option.	the
		Option	A \$ 1.00	per cubic y	ard per mile	
		Option	B \$_80.00	_per truck l	oad per mile	

12.	BIDDING	SCHEDULE	(continued)	DISTRICT	6

M. Admixture, per cubic yard

1)	Water-reducing set retarder	\$ 2.50 CY
2)	Water reducer	\$ <u>-0-</u> CY
3)	Calcium chloride based accelerator (HE-122 or approved equal	\$03_oz
4)	Non-calcium chloride based accelerator (Darex Set Accelerator or approved equal	\$ .11 oz
5)	Super plasticizer (Eucon 37 or approved equal	\$ 6.00 CY
6)	Fiber	\$ 6.50 CY
7)	Heated Concrete	\$ <u>5.00</u> CY
8)	Ice	\$ .40 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 \$\frac{n}{a}\rightarrow CY
  - 2) Cement provided by vendor and transported from Vendor's plant to project site by Division \$\frac{n}{a}\sqrt{a}\sqrt{C}
- O. Penalty Charge for unloading time in excess of ten (10) minutes per cubic yard. \$8.00 per truck minute

Plant Location Wheeling & New Martinsville, WV

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

	District			PRICE PR	ER CUBIC YARD	<b>,</b>
Item No.	2-2	. 99CY	3-3.99CY	4-4.99CY	5 CY & Over	
A.	Class A Concrete,	/CY	/CY	/CY	/CY	
В	Class B Concrete,	/CY	/CY	/CY	/CY	
c.	Class C Concrete,	/CY	/CY	/CY	/CY	
D.	Class D Concrete,	/CY	/CY	/CY	/CY	
E.	Class K Concrete,	/CY	/CY	/CY	/CY	
F.	Modified Class K Concrete, 8-1/2 Bag Mix, Siliceous Sand	<u> </u>		/CY	_/cy	/CX
G.	CLSM Type A	/CY	/CY	/CY	/CY	
н.	CLSM Type B	/CY	/CY	/CY	/CY	
I.	CLSM Type C	\CX	/CY	/CY	/CY	
J.	Will Class B Concrete quoted above contain					
	If so, state additional Class B Concrete using				/CY	-
K.	Charge per bag for incontent above the target			***************************************	/CY	
L.	Additional Haul: Ven Division of Highways	dor may will sel	bid either o ect the most	r both optic cost effect	ons; however, ive option.	the
		Option A	\$	per cubic ya	ard per mile	
		Option E	\$ \$	per truck lo	ad per mile	

M.	Admi:	xture,	per cubic yard			
	1)	Water	-reducing set retarder	\$	CY	
	2)	Water	reducer	\$	CY	
	3)	Calci	um chloride based accelerator			
		(HE-3	22 or approved equal)	\$	OZ	
	4)	Non-	calcium chloride based accelerator			
			ex Set Accelerator or approved equal	\$	OZ	
	5)	Super	r plasticizer (Eucon 37 or approved			
		equa.	L)	\$	CY	
	6)	Fiber	¢ .	\$	CY	
	7)	Heate	ed Concrete	\$	CY	
	A \					
N.	8) Due	Ice to time	e constraints, the cement may have to	\$ be ad	ided	Þc
n.	Due to t pers	to time	e constraints, the cement may have to asit mixer at the project site using Please state any additional charge:	be ad	ided	рc
N.	Due to t pers	to time he transonnel.	asit mixer at the project site using	be ad Divisi	ided	pc
N.	Due to t pers	to time he transonnel.	nsit mixer at the project site using Please state any additional charges Cement provided and transported to	be ad Division as as _/CY	dded ion	Þ

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

	District	8		PRICE P	ER CUBIC YARI	<b>)</b>
Item No.	2-2.9	<u>9CY</u>	3-3.99CY	4-4.99CY	5 CY & Over	
Α.	Class A Concrete,	/CY	/CY	/CY	/CY	
В	Class B Concrete,	/CY	/CY	/CY	/CY	
c.	Class C Concrete,	/CY	/CY	/CY	/CY	
D.	Class D Concrete,	/CY	/CY	/CY	/CY	
E.	Class K Concrete,	/CY	/CY	/CY	/CY	
F.	Modified Class K Concrete, 8-1/2 Bag Mix, Siliceous Sand		/CY	_/CY	_/CY	/CY
G.	CLSM Type A	/CY	/CY	/CY	/CY	
н.	CLSM Type B	/CY	/CY	/CY	/CY	
I.	CLSM Type C	/CY	/CY	/CY	/CY	
J.	Will Class B Concrete s quoted above contain li					
	If so, state additional Class B Concrete using				/CY	
к.	Charge per bag for incr content above the targe			Anni arkain kakan masaan	/GX	
L,	Additional Haul: Vendo Division of Highways wi	r may ll sel	bid either o	or both opti cost effect	ons; however,	the
	Op	tion A	. \$	per cubic y	ard per mile	
	Op	tion E	, 3 \$	per truck l	oad per mile	

to t	Water Calci (HE-1 Non-c (Dare Super equal Fiber Heate Ice to time	·	CY OZ OZ OZ OZ OZ OZ OZ OZ OZ OZ OZ OZ OZ	•
3) 4) 5) 6) 7) 8) N. Due to to pers	Calci (HE-1 Non-c (Dare Super equal Fiber Heate Ice to time the tran sonnel.	tum chloride based accelerator 122 or approved equal) 123 calcium chloride based accelerator 124 ex Set Accelerator or approved equal 125 cr plasticizer (Eucon 37 or approved 126 cl) 127 cr 128 ced Concrete 129 constraints, the cement may have to be seit mixer at the project site using Definition of the seit mixer at the project site using Definition of the seit mixer at the project site using Definition of the seit mixer at the project site using Definition of the seit mixer at the project site using Definition of the seit mixer at the project site using Definition of the seit mixer at the project site using Definition of the seit mixer at the project site using Definition of the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit mixer at the seit m	oz	•
4) 5) 6) 7) 8) N. Due to to pers	(HE-1 Non-c (Dare Super equal Fiber Heate Ice to time	122 or approved equal)  realcium chloride based accelerator  ex Set Accelerator or approved equal  r plasticizer (Eucon 37 or approved  1)  r  ed Concrete  c constraints, the cement may have to have may not approved  10  11  12  13  14  15  16  16  17  17  18  18  19  19  10  10  10  10  10  10  10  10	OZ CY CY CY CY CY CY CY CY CY CY CY CY CY	•
5) 6) 7) 8) N. Due to t	(Dare Super equal Fiber Heate Ice to time the transonnel.	ex Set Accelerator or approved equal or plasticizer (Eucon 37 or approved 1) or set of the concrete of the constraints, the cement may have to have may make at the project site using Description.	CY CY CY Cy De added	
6) 7) 8) N. Due to t	Super equal Fiber Heate Ice to time the transonnel.	r plasticizer (Eucon 37 or approved ) r ed Concrete constraints, the cement may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have to have may have have have may have to have may have have have have have have have have	CY CY CY Cy De added	
6) 7) 8) N. Due to t	equal Fiber Heate Ice to time the transonnel.	cred Concrete  constraints, the cement may have to have to may have to have to may have to be a site using Desire the constraints.	CY CY CY De added vision	•
7) 8) N. Due to t	Fiber Heate Ice to time the transonnel.	r ed Concrete  constraints, the cement may have to label mixer at the project site using De	CY CY CY De added vision	•
7) 8) N. Due to t pers	Heate Ice to time the transonnel.	ed Concrete  constraints, the cement may have to have to have to have to be a site using Desired.	CY pe pe added vision	•
N. Due to t pers	Ice to time the transonnel.	e constraints, the cement may have to hasit mixer at the project site using D	pe e added vision	
N. Due to t pers	to time the tran	nsit mixer at the project site using D:	e added vision	r pound
to t	the transonnel.	nsit mixer at the project site using D:	vision.	
	1)	Cement provided and transported to project site by Vendor \$/0	Y	
	2)	Cement provided by Vendor and transport from Vendor's plant to project site by Division \$/(		
	excess c	arge for unloading time of ten (10) minutes per cubic	er truck :	ı i mute

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

	Distric	t <u>9</u>	uvn	PRICE P	ER CUBIC YA	RD
Item No.	<u>2-</u>	2.99CY	3-3.99CY	4-4.99CY	5 CY & Ove	er
Α.	Class A Concrete,	/CY	/CY	/CY	/0	Ϋ́
В	Class B Concrete,	/CY	\CY	/CY	/c	ΪĀ
c.	Class C Concrete,	/CY	/CY	/CY	/0	ZΥ
D.	Class D Concrete,	/CY	/CY	/CY	/0	Ϋ́
E.	Class K Concrete,	/CY	/CY	/CY	/0	ΣΥ
F.	Modified Class K Concrete, 8-1/2 Bag Mix, Siliceous Sand		/CY	_/CY	_/CY	/CY
G.	CLSM Type A	/CY	/CY	/CY	/(	ZY
н.	CLSM Type B	/CY	/CY	/CY	/(	ZY
I.	CLSM Type C	/CY	/CY	/CY	/<	ZY .
J.	Will Class B Concret quoted above contain					
	If so, state addition Class B Concrete usin			·····	/CY	
ĸ.	Charge per bag for is content above the ta				/CY	
L.	Additional Haul: Ve Division of Highways					, the
	•	Option	A \$	_per cubic y	ard per mile	
		Ontion	R ¢	per truck l	oad per mile	

BIDDI	NG SCHE	DULE (	(continued)	DISTRICT	_9			
М.	Admixt	ure, p	per cubic ya	.rd				
	1)	Water-	-reducing se	t retarder		\$	CY	
	2)		reducer			\$	CY	
	3)		um chloride 22 or approv	based accel red equal)	erator	\$	oz	
	4)			ride based a erator or ap		ı \$	oz	
	5)	Super	plasticize:	r (Eucon 37		d.	CY	
	X	equal)		•		\$	CY	
	6)	Fiber				\$	CY CY	
	7)		d Concrete			ጟ		
	8)	Ice				₽	per	pound
N.	to the	e trans	sit mixer a	s, the cement the project the any addition	ct site usi:	ng Divisio	on	
		1)		vided and to te by Vendo		to /CY		
		2)		vided by Ve r's plant t				
ο.	Penaltin exc yard.	ty Cha cess o	rge for unl f ten (10)	oading time minutes per	cubic \$	_per truc	ck min	ute
	Plant	Locat	ion					

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

	Dist	rict 10		PRICE P	ER CUBIC YAJ	RD
Item No.		2-2.99CY	3-3.99CY	4-4.99CY	5 CY & Ove	
Α.	Class A Concrete,	/CY	/CY	/CY	/c	Y
В	Class B Concrete,	/CY	/CY	/CY	/C	Y
c.	Class C Concrete,	/CY	/CY	/CY	/c	Y
D.	Class D Concrete,	/CY	/CY	/CY	<u>·/</u> /c	Y
E.	Class K Concrete,	/CY	/CY	/CY	/c	Y
F.	Modified Class K Concrete, 8-1/2 B Mix, Siliceous Sa		/CY	/CY		/CY
G.	CLSM Type A	/CY	/CY	/CY	/c	!Y
н.	CLSM Type B	/CY	/CY	/CY	/c	Ϋ́
I.	CLSM Type C	/CY	/CY	/CY	/c	Y.
J.	Will Class B Conc quoted above cont	rete suppli ain limesto	ed at prices ne sand?	***************************************		
	If so, state addi Class B Concrete	tional char using silic	ge to provid eous sand	<b>e</b>	/CY	
K.	Charge per bag for content above the	or increased target val	cement ue.		/CY	
L.	Additional Haul: Division of Highw	Vendor may ays will se	bid either lect the mos	or both opti t cost effect	ons; however	, the
		Option	A \$	_per cubic y	ard per mile	
	•	Ontion	B ¢	per truck l	oad per mile	

м.	Admi	xture,	per cubic yard			
	1)	Water	-reducing set retarder	\$	CY	
	2)		reducer	\$	CA	
	3)	Calci	um chloride based accelerator			
		(HE-1	22 or approved equal)	\$	oz	
	4)	Non-c	alcium chloride based accelerator			
	·	(Dare	x Set Accelerator or approved equal	\$	oz	
	5)	Super	plasticizer (Eucon 37 or approved			
	•	egual		\$	CY	
	6)	Fiber		\$	CZ	
	7)	Heate	ed Concrete	\$	CY	
	8)	Ice		\$	per	pound
N.	Due	to time	e constraints, the cement may have t	o be ad	ded	
N.	to t	he tran onnel.	e constraints, the cement may have to sit mixer at the project site using Please state any additional charge	Divisi		·
N.	to to	he tran onnel.	sit mixer at the project site using	Divisi s as		·
N.	to to	he tranonnel.	esit mixer at the project site using Please state any additional charge Cement provided and transported to	Division of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the contr	on	
N.	to to pers foll	he tran onnel. ows:  1)  2)  lty Cha xcess o	Please state any additional charge  Cement provided and transported to project site by Vendor \$  Cement provided by Vendor and transform Vendor's plant to project site	Division as as/CY	on	ute

### State of West Virginia

## 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 provision will make the determination of the Resident Vendor Preference, if applicable.

Division	n 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.
requir again or dec	or understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the rements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty st such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ducted from any unpaid balance on the contract or purchase order.
autho the re deem	bmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and rizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid equired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information and by the Tax Commissioner to be confidential.
and	er penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidde	er: Annow Concrete Signed: Jack Whitinger  3/26/10 Title: 54/es managen
Date:	3/26/10 Title: Sales managen
*Chec	k any combination of preference consideration(s) indicated above, which you are entitled to receive.

### PURCHASING 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 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.

"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.

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.

## WITNESS THE FOLLOWING SIGNATURE Authorized Signature: State of to-wit: Taken, subscribed, and sworn to before me this 200 day of 20 19 My Commission expires NOTARY PUBLIC KNIKEW AFFIX SEAL HERE