



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
669C0039

PAGE
1

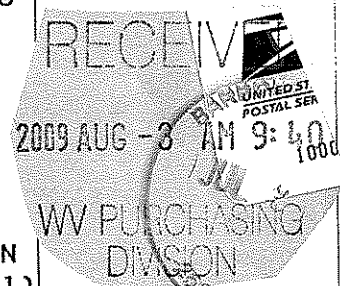
ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

*709010645 540-674-4645
LANE ENTERPRISES INC
PO BOX 854

BARBOURSVILLE WV 25504

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
07/20/2009						
BID OPENING DATE: 08/05/2009		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		210-29		
CORRUGATED METAL CULVERT PIPE						
OPEN END CONTRACT						
TO PROVIDE VARIOUS SIZES AND TYPES OF CORRUGATED METAL CULVERT PIPE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS TO BE BOTH PICKED UP AT THE VENDOR'S YARD AND DELIVERED TO THE DISTRICTS STORAGE LOTS. PER THE ATTACHED SPECIFICATIONS.						
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.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE 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.						



SIGNATURE <i>John W. [Signature]</i>		TELEPHONE 304-733-0845	DATE 7-31-09
TITLE Sales Rep	FEIN 232-38-3584	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, 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 Alcohol 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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BY ORDER

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07/20/2009						
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>John W. Wolf</i>				TELEPHONE 304-733-0845	DATE 7-31-09	
TITLE Sales Rep		FEIN 232-38-3584		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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Tom W. Mc</i>		TELEPHONE 304-733-0845		DATE 7-31-09		
TITLE Sales Rep		FEIN 232-38-3584		ADDRESS CHANGES TO BE NOTED ABOVE		

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Department of Administration
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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/20/2009				

BID OPENING DATE: 08/05/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:				33		
RFQ. NO.:				669C0039		
BID OPENING DATE:				-----		
BID OPENING TIME:				-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-733-0846	-----	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Todd Wellman	-----	
***** THIS IS THE END OF RFQ 669C0039 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Todd Wellman	304-733-0845	7-31-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Rep	232-38-3584	

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NOTE: It is the intent that this contract will be awarded to a single manufacturer of Corrugated Metal Culvert Pipe as well as to all stocking Dealers submitting quotes for F. O. B. Dealer's Storage Site – see items listed on the Price Sheet Items 1a, 3a, and 5a.

Dealers, stocking culvert pipe from the list of approved fabricators/producers (see Acceptance Item), are encouraged to submit bids for the types and sizes of corrugated metal culvert pipe stocked at their sites. Dealer's quotes shall be F.O.B. Dealer's Storage Site. The exact location(s) of Dealer's storage sites shall be identified with the Dealer's quotes.

Dealers submitting quotes for F.O.B. Dealer's Storage Site (approved pipe) will be awarded that portion of the contract. The bid price F.O.B. Dealer's Storage Site shall include the loading of Division of Highways' trucks by Dealer.

Bidders are requested to type bids. Please enter all information requested.

Specifications:

This contract shall be administered in accordance with the WV Division of Highways standard specifications roads and bridges, adopted in 2000, and supplement dated January 1, 2003.

The requirements of the West Virginia Department of Transportation, Division of Highways Standard Specification Roads and Bridges, Section 109.20, Price Adjustment for Load Limit Violations apply to all material delivered under this contract.

Acceptance:

Acceptance and handling of materials shall be in accordance with the West Virginia Department of Transportation, Division of Highways, Materials Control, Soils and Testing Division Materials Procedure 713.01.50 (procedure for the quality assurance of corrugated metal pipe).

Acceptance of material will be from the fabricated source (sales office or intermediate suppliers' location not acceptable.) A list of approved fabricators/producers may be obtained from:

West Virginia Division of Highways
Materials Control, Soils and Testing Division
190 Dry Branch Road
Charleston, West Virginia 25306

Division of Highways/Agency Personnel shall comply with the requirements of MP 713.01.50, Paragraph 5.0, 6.0 and 7.0 when receiving material from this contract.

Delivery:

All Division of Highways deliveries must be accompanied by the shipping documents as required by paragraph 5.0 of MP 713.01.50. Materials damaged, improperly documents, or failing to meet specification requirements will be rejected and returned to the vendor at not cost to the agency.

Above noted specifications and procedures may be obtained from:

Office of the Director of Contract Administration
West Virginia Division of Highways
Building 5, Room A-729
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Invoices:

Vendors are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the Division of Highways ordering locations:

- (A) Total quantity and unit price with the total cost of each type of material furnished.
- (B) Division of Highways' State Contract Purchase Order (SCO) Number and this contract number.

Note: Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of materials in excess of the quantity stated on the State Contract Purchase Order.

Bidding Schedule Index

- Item 1:** Zinc coated (galvanized) corrugated steel culvert pipe (type I) per section 713.2
- Item 1a:** Dealer F.O.B. Storage Site for Zinc Coated (galvanized) corrugated steel culvert pipe (type I) per section 713.2
- Item 2:** Zinc coated (galvanized) corrugated steel culvert arch pipe (type II) per section 713.2
- Item 3:** Zinc Coated (galvanized) corrugated steel underdrain pipe (type III) per section 713.11
- Item 3a:** Dealer F.O.B. Storage Site for Zinc Coated (galvanized) corrugated steel underdrain pipe (type III) per section 713.11
- Item 4:** Zinc coated (galvanized) corrugated steel slotted drain pipe (type I) pipe produced in accordance with AASHTO Designation: M36/M 36M-91 with grated assemblies made of structural steel suitable welded to form the open slot and hot-dip galvanized to meet provisions of ASTM Designation: A-123
- Item 5:** Aluminum coated (aluminized type II) culvert pipe. Per AASHTO M36/M 36M-91
- Item 5a:** Dealer F.O.B. Storage Site for Aluminum coated (aluminized type II) culvert pipe. Per AASHTO M36/M 36M-91
- Item 6:** Aluminum coated (aluminized type II) corrugated steel pipe arch per AASHTO M36/M 36M-91
- Item 7:** Corrugated aluminum alloy pipe underdrain (type III) per section 713.16
- Item 8:** Three-Sided Shell and Full Aluminum Inverts
- Item 9:** Box Culvert

DIVISION OF HIGHWAYS STORAGE / DELIVERY LOCATIONS**District 1**

**US Route 60 – Rand Lot
Rand, WV**

District 2

**6200 US Route 60
E. Barboursville, WV**

District 3

**Mill Run
Parkersburg, WV**

District 4

**US Route 19 / WV 20
Gore, WV**

District 5

**US Route 50
Burlington, WV**

District 6

**US Route 40
Triadelphia, WV**

District 7

**1205 US Route 19
Weston, WV**

District 8

**US Route 219N
Elkins, WV**

District 9

**Route 38 – Brush Road
Lewisburg, WV**

District 10

**270 Hardwood Lane
Princeton, WV**

PRICE SHEET

Vendor Name: Lane Enterprises, Inc.

ITEM 1.					
Zinc Coated (Galvanized) Corrugated Steel Culvert Pipe (Type I), Price Per Linear Foot					
Diameter	16 gage	14 gage	12 gage	10 gage	8 gage
12"	5.42	6.59	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
15"	6.73	8.18	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
18"	8.01	9.75	13.38	XXXXXXXXXXXX	XXXXXXXXXXXX
24"	10.61	12.91	17.72	XXXXXXXXXXXX	XXXXXXXXXXXX
30"	13.18	16.06	22.04	XXXXXXXXXXXX	XXXXXXXXXXXX
36"	15.8	19.21	26.37	32.95	XXXXXXXXXXXX
42"	18.39	22.37	30.68	38.34	46.72
48"	20.98	25.52	35.01	43.74	53.29
54"	*29.27	28.66	39.32	49.13	59.86
60"	*32.47	*40.19	43.65	54.53	66.43
66"	*35.66	*44.14	47.98	59.93	73.01
72"	*38.86	*48.10	*64.69	65.32	79.58
84"	*45.23	*56.02	*75.30	*94.91	92.59
96"	XXXXXXXXXX	*63.89	*85.91	*108.29	105.61

CONNECTING BANDS:

12" THRU 48"

Price same as 1.5 feet of pipe

54" THRU 96"

Price same as 2 feet of pipe

* denotes 5"x1" corrugation

PLEASE TYPE PRICES

PRICE SHEET

F. O. B. DEALER'S STORAGE SITE QUOTES

Dealer Name: Foster Supply

Exact Location of Dealer's Site: 4847 Teays Valley Road Scott Depot, WV 25560

ITEM 1a.					
Zinc Coated (Galvanized) Corrugated Steel Culvert Pipe (Type I), Price Per Linear Foot					
Diameter	16 gage	14 gage	12 gage	10 gage	8 gage
12"	6.5		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
15"	8.08		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
18"	9.61			XXXXXXXXXX	XXXXXXXXXX
24"	12.73			XXXXXXXXXX	XXXXXXXXXX
30"	15.82				XXXXXXXXXX
36"	18.96				XXXXXXXXXX
42"	22.07				
48"	25.18				
54"	*				
60"	*38.96*				
66"	*	*			
72"	*46.63*	*	*		
84"	*	*	*	*	
96"	*	*	*	*	

CONNECTING BANDS:

12" THRU 48"

1.5 feet of pipe

54" THRU 96"

2 feet of pipe

* denotes  or 5"x1" corrugation

PLEASE TYPE PRICES

PRICE SHEET

Vendor Name: Lane Enterprises, Inc.

ITEM 2.						
Zinc Coated (Galvanized) Corrugated Steel Culvert Arch Pipe (Type II), Price Per Linear Foot						
Span	Rise	16 gage	14 gage	12 gage	10 gage	8 gage
17"	13"	7.23	8.68	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
21"	15"	8.55	10.29	13.93	XXXXXXXXXX	XXXXXXXXXX
28"	20"	11.27	13.58	18.39	XXXXXXXXXX	XXXXXXXXXX
35"	24"	13.93	16.81	22.78	XXXXXXXXXX	XXXXXXXXXX
42"	29"	16.61	20.02	27.18	33.75	XXXXXXXXXX
49"	33"	XXXXXXXXXX	23.26	31.57	39.23	47.61
57"	38"	XXXXXXXXXX	XXXXXXXXXX	35.99	44.72	54.27
64"	43"	XXXXXXXXXX	XXXXXXXXXX	40.38	50.21	60.93
71"	47"	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	55.71	67.61
73"	55"	XXXXXXXXXX	XXXXXXXXXX	*60.76	*76.22	
81"	59"	XXXXXXXXXX	XXXXXXXXXX	*66.23	*83.07	
87"	63"	XXXXXXXXXX	XXXXXXXXXX	*71.71	*89.94	*109.33
95"	67"	XXXXXXXXXX	XXXXXXXXXX	*77.17	*96.78	*117.64
103"	71"	XXXXXXXXXX	XXXXXXXXXX	*82.67	*103.65	*126.00

CONNECTING BANDS:

17" X 13" TO 42" X 29"
49" x 33" and larger

Price same as 1.5 feet of pipe
Price same as 2 feet of pipe

*** denotes 5"x1" corrugation**

PRICE SHEET

Vendor Name: __Lane Enterprises, Inc.____

ITEM 3.

Zinc Coated (Galvanized) Corrugated Steel
Underdrain Pipe (Type III), Price Per Linear Foot

Diameter	Gage	Perforated Per L.F.	Non-Perforated Per L.F.
6"	16"	3.72	3.26
8"	16"	4.92	4.31

Connecting bands are priced the same as 1.5 feet of pipe

PLEASE TYPE PRICES

PRICE SHEET

Vendor Name: Lane Enterprises, Inc.

ITEM 4. Zinc Coated (Galvanized) Corrugated Steel Slotted Drain Pipe (Type I), Price Per Linear Foot				
	6" Slot Height		2-1/2" Slot Height	
Diameter	16 Gage	14 Gage	16 Gage	14 Gage
12"	36.32	38.05	28.34	30.06
15"	38.72	40.81	30.73	32.82
18"	42.17	44.58	34	36.43
24"	48.11	51.34	39.76	42.98
30"	55.56	59.59	46.85	50.91
36"	68	74.8	59.5	63.75

Connecting bands are priced the same as 1.5 feet of pipe

PLEASE TYPE PRICES

PRICE SHEET

Vendor Name: Lane Enterprises, Inc.

ITEM 5.

Aluminum-Coated (Aluminized Type II) Corrugated Steel
Culvert Pipe, Price Per Linear Foot

Diameter	16 Gage	14 Gage	12 Gage	10 Gage
12"	6.27	7.62	XXXXXXXXXXXX	XXXXXXXXXXXX
15"	7.78	9.46	XXXXXXXXXXXX	XXXXXXXXXXXX
18"	9.26	11.27	15.47	XXXXXXXXXXXX
24"	12.25	14.92	20.48	XXXXXXXXXXXX
30"	15.24	18.57	25.49	XXXXXXXXXXXX
36"	18.26	22.21	30.5	38.1
42"	21.26	25.86	35.48	44.33
48"	24.26	29.51	40.49	50.57
54"	*33.84	33.14	45.47	56.81
60"	*37.54	*46.46	50.47	63.05
66"	*41.23	*51.04	55.48	69.29
72"	*44.93	*55.61	*74.80	75.53
84"	*52.30	*64.75	*87.07	*109.74
96"	*	*73.87	*99.34	*125.21

CONNECTING BANDS:

12" THRU 48"

Price same as 1.5 feet of pipe

54" THRU 96"

Price same as 2 feet of pipe

* denotes 5"x1" corrugation

PLEASE TYPE PRICES

PRICE SHEET

Vendor Name: Lane Enterprises, Inc.

ITEM 6.

Aluminum-Coated (Aluminized Type II) Corrugated Steel Pipe Arch,
(Type II), Price Per Linear Foot

Span	Rise	16 Gage	14 Gage	12 Gage	10 Gage
17"	13"	8.58	10.31	XXXXXXXXXX	XXXXXXXXXX
21"	15"	10.15	12.22	16.54	XXXXXXXXXX
28"	20"	13.38	16.13	21.83	XXXXXXXXXX
35"	24"	16.54	19.95	27.06	XXXXXXXXXX
42"	29"	19.71	23.77	32.28	40.07
49"	33"	XXXXXXXXXX	27.63	37.49	46.59
57"	38"	XXXXXXXXXX	XXXXXXXXXX	42.74	53.1
64"	43"	XXXXXXXXXX	XXXXXXXXXX	47.96	59.61
71"	47"	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	66.15
73"	55"	XXXXXXXXXX	XXXXXXXXXX	*70.26	*88.13
81"	59"	XXXXXXXXXX	XXXXXXXXXX	*76.58	*96.05
87"	63"	XXXXXXXXXX	XXXXXXXXXX	*82.91	*103.99
95"	67"	XXXXXXXXXX	XXXXXXXXXX	*89.23	*111.90
103"	71"	XXXXXXXXXX	XXXXXXXXXX	*95.59	*119.84

CONNECTING BANDS:

17" X 13" TO 42" X 29"
49" x 33" and larger

Price as
Price as

1.5 feet of pipe
2 feet of pipe

PLEASE TYPE PRICES

PRICE SHEET

Vendor Name: Lane Enterprises, Inc.

ITEM 7. Corrugated Aluminum Alloy Pipe Underdrain (Type III), Underdrain Pipe (Type III), Price Per Linear Foot				
Diameter	Gauge	Perforated Per L.F.	Non-Perforated Per L.F.	
6"	16"	XXXXXXXXXX	6.38	

Connecting bands are priced the same as 1.5 feet of pipe

PLEASE TYPE PRICES

PRICE SHEET						
Structure Number	Span (FT-IN)	Rise (FT-IN)	3 Sided Shell Only			Full Aluminum Invert
			1.4' cover	2.0' cover	3.0' cover	
1	8-9	2-6	\$197.94	-	-	\$123.47
2	9-2	3-3	\$223.84	-	-	\$123.47
3	9-7	4-1	\$241.39	-	-	\$131.72
4	10-0	4-10	\$256.51	-	-	\$131.72
5	10-6	5-7	\$304.96	\$278.32	-	\$139.97
6	10-11	6-4	\$333.96	\$304.94	-	\$156.47
7	11-4	7-2	\$337.94	\$320.06	-	\$156.47
8	10-2	2-8	\$266.14	\$241.52	-	\$139.97
9	10-7	3-5	\$284.16	\$256.64	-	\$139.97
10	10-11	4-3	\$311.30	\$280.88	-	\$156.47
11	11-4	5-0	\$363.60	\$329.31	\$296.00	\$156.47
12	11-8	5-9	\$378.72	\$347.34	\$311.12	\$156.47
13	12-1	6-7	\$393.84	\$366.76	\$326.24	\$156.47
14	12-5	7-4	\$449.49	\$408.96	\$341.36	\$156.47
15	11-7	2-10	\$334.82	\$303.43	\$275.91	\$156.47
16	11-11	3-7	\$350.27	\$321.44	\$291.03	\$156.47
17	12-3	4-5	\$389.10	\$348.26	\$315.26	\$185.94
18	12-7	5-2	\$457.77	\$407.12	\$330.38	\$206.01
19	12-11	6-0	\$472.89	\$425.14	\$345.50	\$206.01
20	13-3	6-9	\$488.01	\$443.16	\$402.65	\$206.01
21	13-0	3-0	\$399.28	\$367.85	\$339.03	\$206.01
22	13-4	3-10	\$461.51	\$388.44	\$357.05	\$206.01
23	13-7	4-7	\$488.65	\$459.02	\$384.19	\$206.01
24	13-10	5-5	\$506.66	\$508.06	\$403.61	\$206.01
25	14-1	6-2	\$563.70	\$523.18	\$420.23	\$210.70
26	14-5	3-3	\$501.71	\$468.64	\$405.68	\$210.70
27	14-8	4-1	\$543.92	\$478.26	\$415.45	\$218.95
28	14-10	4-10	\$589.50	\$553.31	\$455.59	\$218.95
29	15-1	5-8	\$604.62	\$580.74	\$482.93	\$218.95
30	15-4	6-5	\$640.84	\$595.86	\$498.05	\$218.95
31	15-6	7-3	\$671.08	\$610.98	\$513.17	\$228.63
32	15-9	8-0	\$690.50	\$666.61	\$567.38	\$228.63
33	15-10	3-6	\$626.68	\$557.81	\$478.65	\$228.63
34	16-0	4-3	\$657.10	\$614.04	\$500.52	\$228.63
35	16-2	5-1	\$702.49	\$650.30	\$543.01	\$236.83
36	16-4	5-11	\$732.72	\$668.33	\$579.24	\$236.83
37	16-6	6-8	\$772.84	\$698.00	\$568.97	\$236.83
38	16-8	7-6	\$805.82	\$716.03	\$627.50	\$236.83
39	16-10	8-3	\$826.58	\$744.77	\$645.52	\$269.20
40	17-9	3-10	\$721.92	\$671.78	\$549.01	\$278.64

47

PRICE SHEET						
Structure Number	Span (FT-IN)	Rise (FT-IN)	3 Sided Shell Only			Full Aluminum Invert
			1.4' cover	2.0' cover	3.0' cover	
41	18-2	4-7	\$755.03	\$714.43	\$603.90	\$278.64
42	18-7	5-4	\$837.63	\$779.27	\$650.32	\$288.58
43	19-0	6-1	\$921.56	\$811.74	\$711.48	\$288.58
44	19-5	6-11	\$936.68	\$844.85	\$741.02	\$296.89
45	19-10	7-8	\$966.21	\$899.93	\$771.23	\$296.89
46	20-3	8-5	\$981.33	\$967.01	\$851.28	\$305.21
47	19-1	4-2	\$913.32	\$847.58	\$677.94	\$296.89
48	19-5	4-11	\$969.56	\$896.99	\$806.44	\$296.89
49	19-9	5-8	\$1,029.37	\$961.24	\$849.71	\$296.89
50	20-1	6-6	\$1,061.65	\$986.95	\$920.26	\$305.21
51	20-6	7-3	\$1,094.74	\$986.95	\$920.26	\$322.92
52	20-10	8-1	\$1,109.86	\$1,074.73	\$956.30	\$322.92
53	21-2	8-10	\$1,166.99	\$1,089.85	\$974.31	\$322.92
54	20-4	4-6	\$1,001.18	\$960.27	-	\$305.21
55	20-7	5-3	\$1,096.10	\$1,042.11	\$964.82	\$322.92
56	20-11	6-1	\$1,148.62	\$1,083.05	\$969.36	\$322.92
57	21-3	6-10	\$1,193.09	\$1,098.17	\$973.92	\$331.24
58	21-6	7-8	\$1,190.26	\$1,113.29	\$1,026.26	\$340.16
59	21-10	8-5	\$1,208.28	\$1,148.31	\$1,128.41	\$340.16
60	22-1	9-3	\$1,086.99	\$1,163.43	\$1,087.69	\$348.47
61	21-7	4-11	\$1,100.62	\$1,032.35	\$1,011.33	\$339.34
62	21-10	5-8	\$1,118.64	\$1,067.36	\$1,040.58	\$339.34
63	22-1	6-6	\$1,190.17	\$1,138.90	\$1,047.47	\$348.47
64	22-3	7-3	\$1,226.21	\$1,169.14	\$1,082.11	\$348.47
65	22-6	8-1	\$1,265.08	\$1,203.48	\$1,143.35	\$348.47
66	22-9	8-10	\$1,283.09	\$1,221.49	\$1,158.47	\$356.79
67	23-0	9-8	\$1,324.10	\$1,256.90	\$1,216.16	\$356.79
68	22-9	5-4	\$1,206.44	\$1,144.83	\$1,097.71	\$356.79
69	23-0	6-1	\$1,192.63	\$1,131.03	\$1,105.27	\$356.79
70	23-2	6-11	\$1,282.19	\$1,220.58	\$1,184.36	\$356.79
71	23-4	7-8	\$1,300.20	\$1,238.60	\$1,199.48	\$356.79
72	23-6	8-6	\$1,318.23	\$1,276.52	\$1,214.60	\$356.79
73	23-8	9-3	\$1,359.22	\$1,317.52	\$1,251.28	\$365.10
74	23-10	10-1	\$1,377.25	\$1,335.55	\$1,266.40	\$365.10
75	24-0	5-9	\$1,283.52	\$1,205.82	\$1,152.07	\$374.44
76	24-1	6-6	\$1,304.27	\$1,223.83	\$1,190.52	\$374.44
77	24-3	7-4	\$1,423.41	\$1,315.79	\$1,279.57	\$382.75
78	24-4	8-2	\$1,418.33	\$1,307.97	\$1,268.85	\$382.75
79	24-5	8-11	\$1,439.10	\$1,325.98	\$1,283.97	\$382.75
80	24-7	9-9	\$1,484.20	\$1,391.42	\$1,320.63	\$382.75
81	24-8	10-6	\$1,504.97	\$1,409.44	\$1,335.75	\$382.75
82	25-2	6-2	\$1,321.35	\$1,240.91	\$1,193.14	\$424.44
83	25-2	7-0	\$1,342.12	\$1,258.92	\$1,211.17	\$424.44
84	25-3	7-9	\$1,436.81	\$1,350.87	\$1,303.12	\$424.44
85	25-4	8-7	\$1,376.33	\$1,368.90	\$1,321.13	\$424.44
86	25-4	9-5	\$1,502.68	\$1,409.90	\$1,362.14	\$424.44
87	25-5	10-2	\$1,523.45	\$1,474.58	\$1,378.67	\$424.44

PRICE SHEET					
Structure Number	Span (FT-IN)	Rise (FT-IN)	Headwall	Corner Panel	Additional Wing Panel
1	8-9	2-6	\$1,388.28	\$743.08	\$614.04
2	9-2	3-3	\$1,499.69	\$749.84	\$658.54
3	9-7	4-1	\$1,615.20	\$872.12	\$707.49
4	10-0	4-10	\$1,726.27	\$934.42	\$751.98
5	10-6	5-7	\$1,842.13	\$996.71	\$800.93
6	10-11	6-4	\$1,953.45	\$1,059.00	\$845.42
7	11-4	7-2	\$2,069.06	\$1,121.30	\$894.37
8	10-2	2-8	\$1,575.16	\$809.83	\$658.54
9	10-7	3-5	\$1,690.85	\$872.12	\$707.49
10	10-11	4-3	\$1,806.67	\$934.42	\$751.98
11	11-4	5-0	\$1,837.68	\$934.42	\$751.98
12	11-8	5-9	\$1,953.37	\$994.55	\$800.93
13	12-1	6-7	\$2,073.51	\$1,059.00	\$845.42
14	12-5	7-4	\$2,193.65	\$1,121.30	\$894.37
15	11-7	2-10	\$1,628.55	\$809.83	\$658.54
16	11-11	3-7	\$1,739.70	\$872.12	\$707.49
17	12-3	4-5	\$1,855.48	\$934.42	\$751.98
18	12-7	5-2	\$1,966.84	\$996.71	\$800.93
19	12-11	6-0	\$2,082.41	\$1,059.00	\$845.42
20	13-3	6-9	\$2,194.07	\$1,121.30	\$894.37
21	13-0	3-0	\$1,681.95	\$809.83	\$658.54
22	13-4	3-10	\$1,797.64	\$872.12	\$707.49
23	13-7	4-7	\$1,909.01	\$934.42	\$751.98
24	13-10	5-5	\$2,024.71	\$996.71	\$800.93
25	14-1	6-2	\$2,135.81	\$1,058.79	\$845.42
26	14-5	3-3	\$1,793.73	\$809.83	\$658.54
27	14-8	4-1	\$1,913.33	\$872.12	\$708.24
28	14-10	4-10	\$2,033.58	\$934.42	\$751.98
29	15-1	5-8	\$2,153.61	\$996.17	\$800.93
30	15-4	6-5	\$2,273.75	\$1,059.00	\$845.42
31	15-6	7-3	\$2,393.88	\$1,121.30	\$894.37
32	15-9	8-0	\$2,514.02	\$1,183.59	\$938.87
33	15-10	3-6	\$1,931.17	\$872.12	\$707.49
34	16-0	4-3	\$2,042.47	\$934.42	\$751.98
35	16-2	5-1	\$2,158.06	\$996.71	\$800.93
36	16-4	5-11	\$2,269.30	\$1,059.00	\$845.42
37	16-6	6-8	\$2,384.99	\$1,121.30	\$894.37
38	16-8	7-6	\$2,496.31	\$1,183.59	\$938.87
39	16-10	8-3	\$2,611.92	\$1,245.89	\$987.81
40	17-9	3-10	\$2,089.97	\$872.12	\$707.49

PRICE SHEET

Structure Number	Span (FT-IN)	Rise (FT-IN)	Headwall	Corner Panel	Additional Wing Panel
41	18-2	4-7	\$2,202.55	\$934.42	\$751.98
42	18-7	5-4	\$2,318.24	\$996.71	\$800.93
43	19-0	6-1	\$2,438.38	\$1,059.00	\$845.42
44	19-5	6-11	\$2,553.96	\$1,121.30	\$894.37
45	19-10	7-8	\$2,674.21	\$1,183.59	\$938.87
46	20-3	8-5	\$2,785.59	\$1,245.89	\$987.77
47	19-1	4-2	\$2,304.89	\$934.42	\$751.98
48	19-5	4-11	\$2,429.48	\$996.71	\$800.93
49	19-9	5-8	\$2,558.52	\$1,059.00	\$845.42
50	20-1	6-6	\$2,683.11	\$1,121.30	\$894.37
51	20-6	7-3	\$2,812.15	\$1,183.59	\$938.87
52	20-10	8-1	\$2,936.74	\$1,432.77	\$1,135.27
53	21-2	8-10	\$3,061.32	\$1,504.41	\$1,187.16
54	20-4	4-6	\$2,392.80	\$934.42	\$751.98
55	20-7	5-3	\$2,509.57	\$996.71	\$800.93
56	20-11	6-1	\$2,647.51	\$1,059.00	\$845.42
57	21-3	6-10	\$2,749.85	\$1,121.30	\$894.37
58	21-6	7-8	\$2,865.54	\$1,183.59	\$938.87
59	21-10	8-5	\$2,985.47	\$1,432.77	\$1,135.27
60	22-1	9-3	\$3,092.47	\$1,504.41	\$1,187.16
61	21-7	4-11	\$2,447.28	\$934.42	\$751.98
62	21-10	5-8	\$2,567.42	\$996.71	\$800.93
63	22-1	6-6	\$2,683.11	\$1,059.00	\$845.42
64	22-3	7-3	\$2,803.25	\$1,121.30	\$894.37
65	22-6	8-1	\$2,927.84	\$1,183.59	\$938.87
66	22-9	8-10	\$3,038.95	\$1,432.77	\$1,135.27
67	23-0	9-8	\$3,159.22	\$1,504.41	\$1,187.16
68	22-9	5-4	\$2,670.30	\$996.71	\$800.93
69	23-0	6-1	\$2,794.35	\$1,059.00	\$845.42
70	23-2	6-11	\$2,923.39	\$1,121.30	\$894.37
71	23-4	7-8	\$3,047.98	\$1,183.59	\$938.87
72	23-6	8-6	\$3,172.56	\$1,432.77	\$1,135.27
73	23-8	9-3	\$3,301.60	\$1,504.41	\$1,187.16
74	23-10	10-1	\$3,426.19	\$1,576.04	\$1,243.44
75	24-0	5-9	\$2,789.90	\$996.06	\$800.93
76	24-1	6-6	\$2,910.04	\$1,059.00	\$845.42
77	24-3	7-4	\$3,030.18	\$1,121.30	\$894.37
78	24-4	8-2	\$3,145.87	\$1,183.59	\$938.87
79	24-5	8-11	\$3,266.01	\$1,432.77	\$1,135.27
80	24-7	9-9	\$3,381.70	\$1,504.41	\$1,187.16
81	24-8	10-6	\$3,501.84	\$1,576.04	\$1,243.44
82	25-2	6-2	\$2,932.29	\$1,058.79	\$845.42
83	25-2	7-0	\$3,052.43	\$1,121.30	\$894.37
84	25-3	7-9	\$3,168.12	\$1,183.59	\$938.87
85	25-4	8-7	\$3,288.25	\$1,432.77	\$1,135.22
86	25-4	9-5	\$3,408.39	\$1,504.41	\$1,187.16
87	25-5	10-2	\$3,524.08	\$1,576.04	\$1,243.44

DISTRICT ADDRESSES

District One
1334 Smith Street
Charleston, West Virginia 25301-1492

District Six
1 DOT Drive
Moundsville, West Virginia 26041-1605

District Two
801 Madison Avenue
Huntington, West Virginia 25712-0880

District Seven
255 Depot Street
Weston, West Virginia 26452-1228

District Three
624 Depot Street
Parkersburg, West Virginia 26102-0308

District Eight
US 219 North
Elkins, West Virginia 26241-1516

District Four
I-79 & Meadowbrook Road
Clarksburg, West Virginia 26302-2570

District Nine
103 1/2 Church Street
Lewisburg, West Virginia 24901

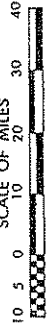
District Five
US Route 50
Post Office Box 99
Burlington, West Virginia 26710-0099

District Ten
270 Hardwood Lane
Princeton, West Virginia 24740-2737



STATE OF
WEST VIRGINIA

PREPARED BY
WEST VIRGINIA DEPARTMENT OF HIGHWAYS
PLANNING DIVISION



VENDOR PREFERENCE CERTIFICATE

52

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: Lane Enterprises, Inc.Signed: Todd WolkDate: 7-31-09Title: Sales Rep

*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: Lane Enterprises, Inc

Authorized Signature: Todd Wall

Date: 7-31-09