



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
 05110408

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
 304-558-2402

PURCHASING

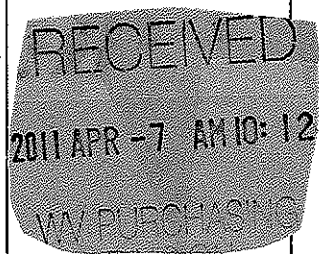
RFQ COPY
 TYPE NAME/ADDRESS HERE
84 Lumber Company
1019 Route 519
Eighty Four, PA 15330

SHIP TO

DIVISION OF HIGHWAYS
 DISTRICT FIVE
 RT US 50, P.O. BOX 99
 BURLINGTON, WV
 26710-0099 304-289-3521

DATE PRINTED 03/24/2011	TERMS OF SALE Net 30	SHIP VIA Flatbed Truck	F.O.B. Yes	FREIGHT TERMS 14 Days ADD
BID OPENING DATE: 04/07/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LB		570-76		
	REINFORCING	BARS				
REQUEST FOR QUOTATION (RFQ) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE REINFORCING BARS PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/31/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. EXHIBIT 10 REQUISITION NO.: ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 724-228-8820 ext 2035 DATE: 4/6/11

TITLE: Government Contract Mgr. FEIN: 25-1613116 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. 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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ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
S4 Lumber Company
1019 Route 579
Eighty Four, PA 15330

SHIP TO

DIVISION OF HIGHWAYS
 DISTRICT FIVE
 RT US 50, P.O. BOX 99
 BURLINGTON, WV
 26710-0099 304-289-3521

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2011	<i>Net 30</i>	<i>Flatbed Truck</i>	<i>Yes</i>	<i>14 Days ADO</i>
BID OPENING DATE: 04/07/2011		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
WITH THE BID.						
REV. 09/21/2009						
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED I THIS CONTRACT,						
A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROAD OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.						
B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.						
C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: *724-228-8820 ext 2035* DATE: *04/06/11*

TITLE: *Government Contract Mgr.* FEIN: *25-1013116* ADDRESS CHANGES TO BE NOTED ABOVE

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



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BUYER 33
304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
84 Lumber Company
1019 Route 519
Eighty Four, PA 15330

BUYER

DIVISION OF HIGHWAYS
 DISTRICT FIVE
 RT US 50, P.O. BOX 99
 BURLINGTON, WV
 26710-0099 304-289-3521

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2011	Net 30	Flatbed Truck	Yes	14 Days AOO
BID OPENING DATE: 04/07/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
UNITED STATES.						
2.	<p>THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p>					
3.	<p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p>					
REV. 10/01/01						
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.						
NOTICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 724-228-5820 ext 2055	DATE 04/06/11
TITLE Government Contract Mgr.	FEIN 25-161314	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
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ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 33
 304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE
**84 Lumber Company
 1019 Route 519
 Eighty Four, PA 15330**

SHIP TO

DIVISION OF HIGHWAYS
 DISTRICT FIVE
 RT US 50, P.O. BOX 99
 BURLINGTON, WV
 26710-0099 304-289-3521

DATE PRINTED 03/24/2011	TERMS OF SALE Net 30	SHIP VIA Flatbed Truck	F.O.B. Yes	FREIGHT TERMS 14 Days ADD
BID OPENING DATE: 04/07/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>SEALED BID</p> <p>BUYER: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 05110408</p> <p>BID OPENING DATE: 04/07/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 866-698-7019</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Sean Barkey</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sean Barkey</i>	TELEPHONE 724-228-8920 ext 2035	DATE 04/06/11
TITLE Government Contract Mgr.	FEIN 25-1613116	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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Request for Quotation

RFQ NUMBER
05110408

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

84 Lumber Company
1019 Route 519
Eighty Four, PA 15330

DIVISION OF HIGHWAYS
 DISTRICT FIVE

RT US 50, P.O. BOX 99
 BURLINGTON, WV
 26710-0099 304-289-3521

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2011	NET 30	Flatbed Truck	Yes	14 Days ADO

BID OPENING DATE: **04/07/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 05110408 ***** TOTAL:						\$39,396.10

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **724-228-8820 ext 2035** DATE: **04/06/11**
 TITLE: **Government Contract Mgr.** FEIN: **25-1613110** ADDRESS CHANGES TO BE NOTED ABOVE

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

Cost Sheet

RFQ #: 05110408

Item Number	Quantity	Description	Unit Cost	Amount
1	62,500	LB - #5 REINFORCING STEEL BAR AASHTO M31 GRADE 60: ship 3000 pcs @ 20' lg	\$ 8.74	\$ 544,220.00
2	10,514	LB - #6 REINFORCING STEEL BAR, AASHTO M31 GRADE 60: ship 350 pcs @ 20' lg	\$ 12.58	\$ 132,306.12
3	8,010	LB - #8 REINFORCING STEEL BAR, AASHTO M31 GRADE 60: ship 150 pcs @ 20' lg	\$ 23.24	\$ 186,152.40
4	10,012.50	LB - #8 REINFORCING STEEL BAR, AASHTO M31 GRADE 60: ship 125 pcs @ 30' lg	\$ 34.86	\$ 349,156.15
5	2,136	LB - #8 REINFORCING STEEL BAR, AASHTO M31 GRADE 60: Ship 20 pcs @ 40' lg	\$ 46.48	\$ 99,303.28
		TOTAL		\$ 1,319,168.00

THE REQUIREMENTS OF THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SPECIAL PROVISION 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS, DATED FEBRUARY 25, 1991 SHALL APPLY TO ALL MATERIAL SUPPLIED UNDER THIS CONTRACT. THIS WILL INCLUDE MATERIAL LOADED BY THE VENDOR INTO DIVISION OF HIGHWAYS OWNED AND/OR RENTED TRUCKS

109.11

If one of the sources used for determining the index goes out of business the index in the proposal I_b and the index at the time of placement I_p will be based on the average of the remaining sources. Thus, I_b could be based on an average of 6 sources and the I_p on the average of 5 sources or vice versa. If a source that goes out of business reopens at a later date the index determined will once again be based on 6 sources as per the previous paragraph.

The posted price for each source will be compared to the average of all sources. If the difference between the average and the individual price is greater than 25 % of the average, that individual source will be excluded from the calculation of the average price I_b or I_p and a new average will be calculated using the remaining sources.

When the ratio of the price index at placement (I_p) divided by the price index at bidding (I_b) is less than 0.90 or greater than 1.10, the portion of the contract unit price which reflects the cost of the specified material will be adjusted for the change in accordance with the following formula.

$$Pa = [(I_p / I_b) - 1.00] \times Q \times \text{Applicable "C" Factor (C, C}_1 \text{ or C}_2)$$

where:

Pa	=	Price Adjustment
I_p	=	Price Index at Time of Placement
I_b	=	Price Index for Bidding
C, C ₁ , C ₂	=	Adjustable Material Cost per Unit of Contract Item Bid
Q	=	"As Constructed" Quantity

The price index for determining price adjustments for all work performed after the contract completion date, as revised by approved time extensions, will be determined as follows: The price index (I_p) shall be for the month in which the contract completion date (as extended) falls, or the price index for the month in which the work was performed, whichever is less.

109.11 THROUGH 109.19-BLANK**109.20-PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS:**

The Allowable Gross Weight for any vehicle being used to haul materials on publicly maintained highways under the terms of this contract shall be as follows unless otherwise vested by law.

Standard Specification for

Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

AASHTO Designation: M 31/M/M 31-07¹
ASTM Designation: A 615/A 615M-06a



1. SCOPE

1.1. This specification covers deformed and plain carbon steel concrete reinforcement bars in cut lengths or coils. Steel bars containing alloy additions, such as with the AISI and SAE series of alloy steels, are permitted if the resulting product meets all the other requirements of this specification. The standard sizes and dimensions of deformed bars and their number designations shall be those listed in Table 1 (Table 2). The text of this specification references notes and footnotes which provide explanatory material. These notes and footnotes (excluding those in tables and figures) shall not be considered as requirements of this specification.

1.2. Bars are of three minimum yield strength levels: namely, 280 MPa (40000 psi), 420 MPa (60000 psi), and 520 MPa (75000 psi), designated as Grade 280 [40], Grade 420 [60], and Grade 520 [75], respectively.

1.3. Hot-rolled plain rounds, in sizes up to and including 63.5 mm (2 1/2 in.) in diameter in coils or cut lengths, when specified for dowels, spirals, and structural ties or supports shall be furnished under this specification in Grade 280 [40], Grade 420 [60], and Grade 520 [75] (Note 2). For ductility properties (elongation and bending), test provisions of the nearest smaller nominal diameter deformed bar size shall apply. Requirements providing for deformations and marking shall not be applicable.

1.4. Welding of the material in this specification should be approached with caution since no specific provisions have been included to enhance its weldability. When the steel is to be welded, a welding procedure suitable for the chemical composition and intended use or service should be used. (Note 1).

Note 1—The use of the latest edition of ANSI/AWS D1.4 is recommended for the welding of reinforcing bars. This document describes the proper selection of the filler metals, preheat/interpass temperatures, as well as, performance and procedure qualification requirements.

1.5. This specification is applicable for orders in either SI units (M 31/M) or in inch-pound units (M 31). SI units and inch-pound units are not necessarily equivalent. Inch-pound units are shown in brackets in the text for clarity, but they are the applicable values when the material is ordered to M 31.

Table 1—Deformed Bar Designation Numbers, Nominal Masses, Nominal Dimensions, and Deformation Requirements, SI Units

Bar Designation No. ^a	Nominal Dimensions ^a			Deformation Requirements, mm		
	Nominal Mass, kg/m	Diameter, mm	Cross-Sectional Area, mm ²	Maximum Spacing, Average	Minimum Average Height	Maximum Gap (Chord of 12.5% of Nominal Perimeter)
10	0.560	9.5	71	6.7	0.38	3.6
13	0.594	12.7	129	8.9	0.51	4.9
16	1.552	15.9	199	11.1	0.71	6.1
19	2.235	19.1	284	13.3	0.97	7.3
22	3.042	22.2	387	15.5	1.12	8.5
25	3.973	25.4	510	17.8	1.27	9.7
29	5.050	28.7	645	20.1	1.42	10.9
32	6.404	32.3	819	22.6	1.63	12.4
36	7.997	35.8	1006	25.1	1.80	13.7
43	11.38	43.0	1452	30.1	2.16	16.5
57	20.24	57.3	2581	40.1	2.59	21.9

^a The nominal dimensions of a deformed bar are equivalent to those of a plain round bar having the same mass per meter as the deformed bar.
^b Bar designation numbers approximate the number of millimeters of the nominal diameter of the bar.

Table 2—Deformed Bar Designation Numbers, Nominal Weights, Nominal Dimensions, and Deformation Requirements

Bar Designation No. ^a	Nominal Dimensions ^a			Deformation Requirements, in.		
	Nominal Weight, lb/ft	Diameter, in.	Cross-Sectional Area, in. ²	Maximum Spacing, Average	Minimum Average Height	Maximum Gap (Chord of 12.5% of Nominal Perimeter)
3	0.376	0.375	0.11	1.178	0.262	0.143
4	0.668	0.500	0.20	1.571	0.350	0.191
5	1.043	0.625	0.31	1.963	0.437	0.239
6	1.502	0.750	0.44	2.356	0.525	0.286
7	2.044	0.875	0.60	2.749	0.612	0.334
8	2.670	1.000	0.79	3.142	0.700	0.383
9	3.400	1.128	1.00	3.544	0.790	0.431
10	4.303	1.270	1.27	3.990	0.889	0.487
11	5.313	1.410	1.56	4.430	0.987	0.540
14	7.65	1.693	2.25	5.32	1.185	0.648
18	13.60	2.257	4.00	7.09	1.58	0.864

^a The nominal dimensions of a deformed bar are equivalent to those of a plain round bar having the same weight per foot as the deformed bar.
^b Bar numbers are based on the number of eighth of an inch included in the nominal diameter of the bar.

2. REFERENCED DOCUMENTS

AASHTO Standards:

- M 160, General Requirements for Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use
- T 244, Mechanical Testing of Steel Products
- T 285, Bend Test for Bars for Concrete Reinforcement

- 2.2. *ASTM Standards:*
- A 510, Specification for General Requirements for Wire Rods and Coarse Round Wire, Carbon Steel
 - A 510M, Specification for General Requirements for Wire Rods and Coarse Round Wire, Carbon Steel
 - A 700, Recommended Practices for Packaging, Marking, and Loading Methods for Steel Products for Domestic Shipment
 - A 706/A 706M, Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
 - E 29, Using Significant Digits in Test Data to Determine Conformance with Specifications
- 2.3. *Military Standards:*
- MIL-STD-129, Marking for Shipment and Storage
 - MIL-STD-163, Steel Mill Products Preparation for Shipment and Storage
- 2.4. *Federal Standards:*
- Fed. Std. No. 123, Marking for Shipment (Civil Agencies)
- 2.5. *AWS Standard:*
- ANS/AWS D1.4, Structural Welding Code—Reinforcing Steel

3. TERMINOLOGY

- 3.1. *Description of Terms Specific to This Standard:*
- 3.1.1. *deformed bar*—steel bar with protrusions; a bar that is intended for use as reinforcement in reinforced concrete construction.
- 3.1.1.1. *Discussion*—The surface of the bar is provided with lugs or protrusions that inhibit longitudinal movement of the bar relative to the concrete surrounding the bar in such construction. The lugs or protrusions conform to the provisions of this specification.
- 3.1.2. *deformations*—transverse protrusions on a deformed bar.
- 3.1.3. *plain bar*—steel bar without protrusions.
- 3.1.4. *rib*—longitudinal protrusion on a deformed bar.

4. ORDERING INFORMATION

- 4.1. It shall be the responsibility of the purchaser to specify all requirements that are necessary for material ordered to this specification. Orders for material under this specification should include the following information:
- 4.1.1. Quantity (Mass) [weight],
- 4.1.2. Name of the material (deformed and plain carbon steel bars for concrete reinforcement),

- 4.1.3. Size,
- 4.1.4. Cut length or coils,
- 4.1.5. Deformed or plain,
- 4.1.6. Grade,
- 4.1.7. Packaging (see Section 2.1),
- 4.1.8. AASHTO designation and year of issue, and
- 4.1.9. Certified mill test reports (if desired). (see Section 19)

5. MATERIAL AND MANUFACTURE

5. The bars shall be rolled from properly identified heats of mold cast or strand cast steel using the electric furnace, basic-oxygen, or open-hearth process.

6. CHEMICAL REQUIREMENTS

- 6.1. An analysis of each heat of steel shall be made by the manufacturer from test samples taken preferably during the pouring of the heats. The percentages of carbon, manganese, phosphorus, and sulfur shall be determined. The phosphorus content thus determined shall not exceed 0.06 percent.
- 6.2. An analysis may be made by the purchaser from finished bars. The phosphorus content thus determined shall not exceed that specified in Section 6.1 by more than 25 percent.

7. REQUIREMENTS FOR DEFORMATIONS

- 7.1. Deformations shall be spaced along the bar at substantially uniform distances. The deformations on opposite sides of the bar shall be similar in size, shape, and pattern.
- 7.2. The deformations shall be placed with respect to the axis of the bar so that the included angle is not less than 45°. Where the line of deformations forms an included angle with the axis of the bar from 45° to 70° inclusive, the deformations shall alternately reverse in direction on each side, or those on one side shall be reversed in direction from those on the opposite side. Where the line of deformation is over 70°, a reversal in direction is not required.
- 7.3. The average spacing or distance between deformations on each side of the bar shall not exceed seven-tenths of the nominal diameter of the bar.
- 7.4. The overall length of deformations shall be such that the gap (measured as a cord) between the ends of the deformations shall not exceed 12.5 percent of the nominal perimeter of the bar. Where the ends terminate in a rib, the width of the rib shall be considered as the gap between these ends. The summation of the gaps shall not exceed 25 percent of the nominal perimeter of the bar. The nominal perimeter of the bar shall be 3.1416 times the nominal diameter.

7.5. The spacing, height, and gap of deformations shall conform to the requirements prescribed in Table 1 [Table 2].

8. MEASUREMENTS OF DEFORMATIONS

- 8.1. The average spacing of deformations shall be determined by measuring the length of a minimum of 10 spaces and dividing that length by the number of spaces included in the measurement. The measurement shall begin from a point on a deformation at the beginning of the first space to a corresponding point on a deformation after the last included space. Spacing measurements shall not be made over a bar area containing bar marking symbols involving letters or numbers.
 - 8.2. The average height of deformations shall be determined from measurements made on not less than two typical deformations. Determinations shall be based on three measurements per deformation, one at the center of the overall length and the other two at the quarter points of the overall length.
 - 8.3. Insufficient height, insufficient circumferential coverage, or excessive spacing of deformations shall not constitute cause for rejection unless it has been clearly established by determinations on each lot (Note 2) tested that typical deformation height, gap, or spacing do not conform to the minimum requirements prescribed in Section 7. No rejection may be made on the basis of measurements if fewer than 10 adjacent deformations on each side of the bar are measured.
- Note 2—A lot is defined as all the bars of one bar number and pattern of deformation contained in an individual shipping release or shipping order.**

9. TENSILE REQUIREMENTS

9.1. The material, as represented by the test specimens, shall conform to the requirements for tensile properties prescribed in Table 3 [Table 4].

Table 3—Tensile Requirements, SI Units

Tensile strength, min MPa Yield strength, min Mpa Elongation in 203.2 mm, min % Bar Designation No.	Grade 280 ^a		Grade 420		Grade 520 ^b	
	420	280	620	420	690	520
10	11	—	9	—	—	—
13, 16	12	—	9	—	—	—
19	12	—	9	—	7	—
22, 25	—	—	8	—	7	—
29, 32, 36	—	—	7	—	6	—
43, 57	—	—	7	—	6	—

^a Grade 280 bars are furnished only in sizes 10 through 19.
^b Grade 520 bars are furnished only in sizes 19 through 57.

Table 4—Tensile Requirements

Tensile strength, min psi Yield strength, min psi Elongation in 8 in., min % Bar Designation No.	Grade 40 ^a		Grade 60		Grade 75 ^b	
	60000	40000	90000	60000	100000	75000
3	—	—	—	—	—	—
4, 5	11	9	9	9	—	—
6	12	9	9	9	7	7
7, 8	—	8	8	7	—	—
9, 10, 11	—	7	7	6	—	—
14, 18	—	—	7	6	—	—

^a Grade 40 bars are furnished only in sizes 3 through 6.
^b Grade 75 are furnished only in sizes 11, 14, and 18.

- 9.2. The yield point or yield strength shall be determined by one of the following methods:
9.2.1. The yield point shall be determined by drop of the beam or halt of the point method as described in Section 13.1.1 of T 244.
- 9.2.2. Where the steel tested does not exhibit a well-defined yield point, the yield point shall be determined at extension under load using an autographic diagram method or an extensometer as described in Sections 13.1.2 and 13.1.3 of T 244.

The extension under load shall be 0.005 mm/mm [0.005 in./in.] of gauge length (0.5 percent) for Grade 280 [40] and Grade 420 [60] and shall be 0.0035 mm/mm [0.0035 in./in.] of gauge length (0.35 percent) for Grade 520 [75]. When material is furnished in coils, the test sample must be straightened prior to placing it in the jaws of the tensile machine. Straightening shall be done carefully to avoid the formation of local sharp bends and to minimize cold work. Insufficient straightening before attaching the extensometer can result in lower-than-actual yield strength readings.

9.3. The percentage of elongation shall be as prescribed in Table 3 [Table 4] when tested in accordance with Section 13.4 of T 244.

10. BENDING REQUIREMENTS

- 10.1. The bend-test specimen shall withstand being bent around a pin without cracking on the outside radius of the bent portion when tested in accordance with T 285. The requirements for angle of bending and sizes of pins are prescribed in Table 5 [Table 6]. When material is furnished in coils, the test sample must be straightened prior to placing it in the bend tester.
10.1.1. The bend test shall be made on specimens of sufficient length to ensure free bending and with apparatus which provides:
10.1.2. Continuous and uniform application of force throughout the duration of the bending operation.
10.2.1. Unrestricted movement of the specimen at points of contact with the apparatus and bending around a pin free to rotate.
10.2.2. Close wrapping of the specimen around the pin during the bending operation.

- 10.3. It is permissible to use more severe methods of bend testing, such as placing a specimen across two pins free to rotate and applying the bending force with a fixed pin. When failures occur under more severe methods, retests shall be permitted under the bend test method prescribed in Section 10.2.

Table 5—Bend Test Requirements, SI Units

Bar Designation No.	Pin Diameter for Bend Test ^a		
	Grade 280	Grade 420	Grade 520
10, 13, 16	3/4 d ^b	3/4 d	—
19	5 d	5 d	5 d
22, 25	—	5 d	5 d
29, 32, 36	—	7 d	7 d
43, 57, (90) ^c	—	9 d	9 d

^a Test bends 180 degrees unless noted otherwise.

^b d = nominal diameter of specimen.

Table 6—Bend Test Requirements

Bar Designation No.	Pin Diameter for Bend Test ^a		
	Grade 40	Grade 60	Grade 75
3, 4, 5	3/4 d ^b	3/4 d	—
6	5 d ^b	5 d	—
7, 8	—	5 d	—
9, 10	—	7 d	—
11	—	7 d	7 d
14, 18, (90) ^c	—	9 d	9 d

^a Test bends 180 degrees unless noted otherwise.

^b d = nominal diameter of specimen.

11. PERMISSIBLE VARIATION IN MASS [WEIGHT]

- 11.1. The permissible variation shall not exceed six percent under nominal mass [weight], except for bars smaller than 9.5 mm [3/8 in.] plain round, the permissible variation in mass [weight] shall be computed upon the basis of the permissible variation in diameter in ASTM A 510M [ASTM A 510]. For larger bars up to and including 63.5 mm [2 1/2 in.], use AASHTO M 160. Reinforcing bars are evaluated on the basis of nominal mass [weight]. In no case shall the overmass [overweight] of any bar be the cause for rejection.

- 11.2. The specified limit of variation shall be evaluated in accordance with ASTM E 29 (rounding method).

12. FINISH

- 12.1. The bar shall be free of detrimental surface imperfections.
- 12.2. Rust, seams, surface irregularities, or mill scale shall not be cause for rejection, provided the weight, dimensions, cross-sectional area, and tensile properties of a hand wire-brushed test specimen are not less than the requirements of this specification.
- 12.3. Surface imperfections other than those specified in Section 12.2 shall be considered detrimental when specimens containing such imperfections fail to conform to either tensile or bending

requirements. Examples include, but are not limited to, laps, seams, scabs, slivers, cooling or casing cracks, and mill or guide marks (Notes 3 and 4).

Note 3—Reinforcing bar intended for epoxy coating application should have surfaces with a minimum of sharp edges to achieve proper cover. Particular attention should be given to bar marks and deformations where coating difficulties are prone to occur.

Note 4—Deformed bars destined to be mechanically spliced or butt-welded may require a certain degree of roundness in order for the splices to adequately achieve strength requirements.

TEST SPECIMENS

13. All mechanical tests shall be conducted in accordance with Test Methods and Definitions T 244 including Annex A9.
- 13.1. Tension test specimens shall be the full section of the bar as rolled. The unit stress determinations on full-sized specimens shall be based on the nominal bar area.
- 13.2. The bend-test specimens shall be the full section of the bar as rolled.

NUMBER OF TESTS

- 14.1. For bar sizes No. 10 to 36 [3 to 11], inclusive, one tension test and one bend test shall be made of the largest size rolled from each heat. If, however, material from one heat differs by three or more designation numbers, one tension and one bend test shall be made from both the highest and lowest designation numbers of the deformed bars rolled.
- 14.2. For bar sizes Nos. 43 and 57 [14 and 18] bars, one tension test and one bend test shall be made of each size from each heat.
- 14.3. For all bar sizes one set of dimensional property tests including bar mass [weight] and spacing, height, and gap of deformations shall be made of each bar size rolled from each heat.

RETESTS

- 15.1. If results of an original tension specimen fail to meet the specified minimum requirements and are within 14 MPa [2000 psi] of the required tensile strength, within 7 MPa [1000 psi] of the required yield strength, or within two percentage units of the required elongation, a retest shall be permitted on two random specimens for each original tension specimen failure from the lot. Both retest specimens shall meet the requirements of this specification.
- 15.2. If a bend test fails for reasons other than mechanical reasons or flaws in the specimen as described in Sections 15.4.2 and 15.4.3, a retest shall be permitted on two random specimens from the same lot. If the results of both test specimens meet the specified requirements, the lot shall be accepted. The retest shall be performed on test specimens that are at air temperature, but not less than 16°C [60°F].
- 15.3. If a mass [weight] test fails for reasons other than flaws in the specimen as described in Section 15.4.3, a retest shall be permitted on two random specimens from the same lot. Both retest specimens shall meet the requirements of this specification.

- 15.4. If the original test or any of the random retests fails because of reasons listed in Sections 15.4.1, 15.4.2, or 15.4.3, the test shall be considered an invalid test.
- 15.4.1. The elongation property of any tension test specimen is less than that specified and any part of the fracture is outside the middle half of the gauge length, indicated by scribe marks on the specimen before testing.
- Note 5**—Marking specimens with multiple scribes or punch marks can reduce the occurrence of fracture outside or near these marks and the need for declaring the test invalid.
- 15.4.2. Mechanical reasons such as failure of testing equipment or improper specimen preparation.
- 15.4.3. Flaws are detected in a test specimen, either before or during the performance of the test.
- 15.5. The original results from Sections 15.4.1, 15.4.2, or 15.4.3 shall be discarded and the test shall be repeated on a new specimen from the same lot.

16. INSPECTION

- 16.1. The inspector representing the purchaser shall have free entry, at all times while work on the contract of the purchaser is being performed, to all parts of the manufacturer's works that concern the manufacture of the material ordered. The manufacturer shall afford the inspector all reasonable facilities to satisfy him that the material is being furnished in accordance with this specification. All tests (except product analysis) and inspection shall be made at the place of manufacture prior to shipment, unless otherwise specified, and shall be so conducted as not to interfere unnecessarily with the operation of the works.
- 16.2. *For Government Procurement Only*—Except as otherwise specified in the contract, the contractor is responsible for the performance of all inspection and test requirements specified herein and may use his own or any other suitable facilities for the performance of the inspection and test requirements specified herein, unless disapproved by the purchaser at the time of purchase. The purchaser shall have the right to perform any of the inspections and tests at the same frequency as set forth in this specification, where such inspections are deemed necessary to assure that material conforms to prescribed requirements.

17. REJECTION

- 17.1. Unless otherwise specified, any rejection based on tests made in accordance with Section 6.2 shall be reported to the manufacturer within five working days from the receipt of samples by the purchaser.
- 17.2. Material that shows injurious defects subsequent to its acceptance at the manufacturer's works will be rejected, and the manufacturer shall be notified.

18. REHEARING

- 18.1. Samples tested in accordance with Section 6.2 that represent rejected material shall be preserved for two weeks from the date rejection is reported to the manufacturer. In case of dissatisfaction with the results of the tests, the manufacturer may make claim for a rehearing within that time.

19. TEST REPORTS

- 19.1. When specified in the purchase order, report the following information, on a per heat basis. Additional items may be reported as requested or desired.
- 19.1.1. Chemical analysis including carbon, manganese, phosphorus, and sulfur.
- 19.1.2. Tensile properties.
- 19.1.3. Bend test.
- 19.2. Material Test Report, Certificates of Inspection, or similar document printed from or used in electronic form from an electronic data interchange (EDI) transmission shall be regarded as having the same validity as a counterpart printed in the certifier's facility. The content of the EDI transmitted document must meet the requirements of the invoked AASHTO standard(s) and conform to any EDI agreement between the purchaser and the supplier. Notwithstanding the absence of a signature, the organization submitting the EDI transmission is responsible for the content of the report.

20. MARKING

- 20.1. When loaded for mill shipment, bars shall be properly separated and tagged with the manufacturer's heat or test identification number.
- 20.2. Each producer shall identify the symbols of his marking system.
- 20.3. All bars produced to this specification, except plain round bars which shall be tagged for grade, shall be identified by a distinguishing set of marks legibly rolled into the surface of one side of the bar to denote in the following order:
- 20.3.1. *Point of Origin*—Letter or symbol established as the producer's mill designation.
- 20.3.2. *Size Designation*—Arabic number corresponding to bar designation number of Table 1 [Table 2].
- 20.3.3. *Type of Steel*—Letter S indicates that the bar was produced to this specification or for Grade 420 (60) bars only; letters S and W indicate that the bar was produced to meet both Specifications M 31MM/31 and ASTM A 706/A 706M.

20.3.4. **Minimum Yield Designation**—For Grade 420 [60] bars, either the number 4 [60] or a single continuous longitudinal line through at least five spaces offset from the center of the bar side. For Grade 520 [75] bars, either the number 5 [75] or two continuous longitudinal lines through at least five spaces offset each direction from the center of the bar. (No marking designation for Grade 280 [40] bars.)

20.3.5. It shall be permissible to substitute: a metric size bar of Grade 280 for the corresponding inch-pound size bar of Grade 40, a metric size bar of Grade 420 for the corresponding inch-pound size bar of Grade 60, and a metric size bar of Grade 520 for the corresponding inch-pound size bar of Grade 75.

21. PACKAGING

21.1. When specified in the purchase order, packaging shall be in accordance with the procedures in ASTM A 700.

21.2. *For Government Procurement Only*—When specified in the contract or order, and for direct procurement by or direct shipment to the U.S. Government, material shall be preserved, packaged, and packed in accordance with the requirements of MIL-STD-163. The applicable levels shall be as specified in the contract. Marking for shipment of such material shall be in accordance with Fed. Std. No. 123 for civil agencies and MIL-STD-129 for military agencies.

22. KEYWORDS

22.1. Concrete reinforcement, deformations (protrusions), steel bars.

¹ Agrees with ASTM A 615/A 615M-06a except for the bend testing procedure, which is referenced to T 285 and Section 9.2.2.

Standard Specification for

Steel Wire, Plain, for Concrete Reinforcement



AASHTO Designation: M 32/M/M 32-09

ASTM Designation: A 82/A 82M-07

1. SCOPE

1.1. This specification covers cold-drawn, steel wire, as drawn or galvanized, to be used as such or in fabricated form, for the reinforcement of concrete, in sizes not less than 2.03 mm [0.080 in.] nominal diameter.

1.2. Supplement S1 describes high-strength wire, which shall be furnished when specifically ordered. It shall be permissible to furnish high-strength wire in place of regular wire if mutually agreed to by the purchaser and the manufacturer.

1.3. The values stated in either SI units or inch-pound units are to be regarded separately as standard. The values stated in each system may not be exact equivalents; therefore, each system shall be used independently of the other. Combining values from the two systems may result in nonconformance with the standard. (The inch-pound units are shown in brackets except in Table 6.)

2. REFERENCED DOCUMENTS

AASHTO Standards:

- M 55/M/M 55, Steel Welded Wire Reinforcement, Plain, for Concrete
- T 244, Mechanical Testing of Steel Products

ASTM Standards:

- A 641/A 641M, Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
- A 700, Practices for Packaging, Marking, and Loading Methods for Steel Products for Domestic Shipment
- E 83, Practice for Verification and Classification of Extensometer Systems

Military Standard:

- MIL-STD-129, Marking for Shipment and Storage

Federal Standard:

- Fed. Std. No. 123, Marking for Shipments (Civil Agencies)

Other Standard:

- ACI 318, Building Code Requirements for Structural Concrete

Cost Sheet

RFQ #: 05110408

Item Number	Quantity	Description	Unit Cost	Extended Cost
1	62,500	LB - #5 REINFORCING STEEL BAR AASHTO M31 GRADE 60: ship 3000 pcs @ 20' lg	\$ 8.74	\$ 26,220.00
2	10,514	LB - #6 REINFORCING STEEL BAR, AASHTO M31 GRADE 60: ship 350 pcs @ 20' lg	\$ 12.58	\$ 4,403.00
3	8,010	LB - #8 REINFORCING STEEL BAR, AASHTO M31 GRADE 60: ship 150 pcs @ 20' lg	\$ 23.24	\$ 3,486.00
4	10,012.50	LB - #8 REINFORCING STEEL BAR, AASHTO M31 GRADE 60: ship 125 pcs @ 30' lg	\$ 34.80	\$ 4,357.50
5	2,136	LB - #8 REINFORCING STEEL BAR, AASHTO M31 GRADE 60: Ship 20 pcs @ 40' lg	\$ 46.48	\$ 929.60
		TOTAL		\$ 39,396.10

THE REQUIREMENTS OF THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SPECIAL PROVISION 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS, DATED FEBRUARY 25, 1991 SHALL APPLY TO ALL MATERIAL SUPPLIED UNDER THIS CONTRACT. THIS WILL INCLUDE MATERIAL LOADED BY THE VENDOR INTO DIVISION OF HIGHWAYS OWNED AND/OR RENTED TRUCKS

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 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: 84 Lumber Company

Signed: [Signature]

Date: 04/06/11

Title: Government Contract Manager

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

RFQ No. 05110408

STATE OF WEST VIRGINIA
Purchasing Division

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.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds 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

Vendor's Name: 84 Lumber Company

Authorized Signature: [Signature] Date: 04/06/11

State of Pennsylvania

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 6th day of April, 2011.

My Commission expires April 14, 2013

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

