

VENDOR

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston WV 25225 2422 Charleston, WV 25305-0130

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

***126161743** 740-458-1167 RON ROTHENBUHLER TRUCKING 49975 SR 78

CLARINGTON OH 43915

DATE PRIN	ITED	TEF	RMS OF SAI	LE	SHIP VIA		FOB.		FREIGHTTERMS
02/23/									
BID OPENING DATE	: ::	03/22/	2011	Incorporations		BID	OPENING TIME	<u>01</u>	:30PM
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34-1766373

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).



VENDOR

***126161743**

49975 SR 78

CLARINGTON OH

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

43915

RON ROTHENBUHLER TRUCKING

maldw Rothenlen

TITLE

Owner

740-458-1167

Request for Quotation

6611C021

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

TERMS OF SALE SHIP VIA DATE PRINTED FOB FREIGHT TERMS 02/23/2011 BID OPENING DATE: 03/22/2011 **BID OPENING TIME** CAT UNIT PRICE QUANTITY UOP ITEM NUMBER LINE AMOUNT ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 ..X..... NO. 2 NO. 3 NO. NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY DRAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. SIGNATURE Ron Rothenbuhler Trucking COMPANY

34-1766373

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

TELEPHONE

740-458-1167

03/17/2011

ADDRESS CHANGES TO BE NOTED ABOVE



VENDOR

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

Request for Quotation

REQNUMBER 6611C021

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304-558-2402	

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*126161743 740-458-1167 RON ROTHENBUHLER TRUCKING 49975 SR 78

CLARINGTON OH 43915

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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34-1766373

Owner



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

Request for **B** Quotation

RFQ NUMBER 6611C021

304-558-2402

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 33

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740-458-1167 ***126161743** RON ROTHENBUHLER TRUCKING 49975 SR 78

CLARINGTON OH 43915 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 02/23/2011 BID OPENING DATE: 03/22/2011 BID OPENING TIME 01:30PM UNIT PRICE LINE QUANTITY UOP ITEM NUMBER AMOUNT RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) 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. 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. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE Meullu 740-458-1167 03/17/2011 TITLE ADDRESS CHANGES TO BE NOTED ABOVE

34-1766373

Owner



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

Request for Quotation

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*126161743 740-458-1167 RON ROTHENBUHLER TRUCKING 49975 SR 78

CLARINGTON OH 43915

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRIN	TED	TERMS OF SALE	SHIP VIA		F.O.B.	FREIGHT TERMS
02/23/	2011		· · · · · · · · · · · · · · · · · · ·			
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SIGNATURE

Owner

TITLE

*126161743

49975 SR 78

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

RON ROTHENBUHLER TRUCKING

CLARINGTON OH 43915

740-458-1167

Request for Quotation

03/17/2011

ADDRESS CHANGES TO BE NOTED ABOVE

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BUYER 33 304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

SHIP VIA FREIGHT TERMS DATE PRINTED TERMS OF SALE FOB. 02/23/2011 BID OPENING DATE: 03/22/2011 BID OPENING TIME 01:30PM UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID SHERI SLONE - FILE 33 BUYER: RFQ. NO.: 6611C021 03/22/2011 BID OPENING DATE: BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 740-458-1167 CONTACT PERSON (PLEASE PRINT CLEARLY): Jennifer L. Rothenbuhler SEE REVERSE SIDE FOR TERMS AND CONDITIONS

740-458-1167



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

Request for Quotation

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*126161743 740-458-1167 RON ROTHENBUHLER TRUCKING 49975 SR 78

CLARINGTON OH 43915

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VARIOUS LOCALES AS INDICATED
BY ORDER

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12. BIDDING SCHEDULE 66-11-C021 – Addendum #1 Adding Contract Item Y

	12.1	Bidding	F.O.B.	Vendor's	Storage	Site
--	------	---------	--------	----------	---------	------

Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)
Phoenix Services
Weirton, WV
EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors storage sites.
Phoenix Services

Contract Item	Description of Material		id Price per Ton /endor's Storage Site	
		LIMESTONE	BLAST	
		SANDSTONE,	FURNACE	STEEL
		GRAVEL, SAND	SLAG	SLAG
Α	Class 1 Aggregate		***************************************	
В	Class 2 Aggregate			
С	Class 10 Aggregate	**************************************		
D	AASHTO #1 Aggregate			
Ε	AASHTO #3 Aggregate			
F	AASHTO #4 Aggregate			
G	AASHTO #467 Aggregate			
Н	AASHTO #57 Aggregate			
I	AASHTO #67 Aggregate			
J	AASHTO #7 Aggregate			
K	AASHTO #8 Aggregate			
L	AASHTO #9 Aggregate			
M	Stone for Gabions			
N	Fine Aggregate			
0	Standard Abrasives			

BIDDING SCHEDULE (Continued)

Addendum #1.

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

		Bi	d Price per Ton	
Contract Item	Description of Material	<u>F.O.B. \</u>	<u>/endor's Storage Site</u>	
		LIMESTONE	BLAST	
		SANDSTONE,	FURNACE	STEEL
		GRAVEL, SAND		SLAG
Р	Modified Abrasives			
Q	Riprap			
R	Shot Rock			
S	AASHTO #8 Modified			
Ť	AASHTO #9 Modified			
U	Pea Gravel			
V	#11 Limestone Abrasives			
W	Haul by Vendor (Except Ite	ems R and Q):		
	@\$ for	First Ton-Mile		
	@\$ for	Each Additional Ton Mil	е	
Χ	Haul by Vendor (Items R a	nd/or Q):		
	@\$ for	r First Ton-Mile		
	@\$ for	r Each Additional Ton-Mil	le	
Υ	6" Crusher Run			
•	(Pick-up only)			
		В	id Price per Ton	
Contract Item	Description of Material		ndor's Storage Site	
AA	Cinders (See Note 1.)		***************************************	
Note 1	1: Bid price shall include cost of	f Vendor Loading Depart	tment trucks.	
c)	SOURCE OF MATERIAL Nan	ne and Location of plant	which produces the m	naterial:
~/				
				· · · · · · · · · · · · · · · · · · ·
d)	EXACT LOCATION OF VENE	OOR'S STORAGE SITE	'S) A separate bid so	chedule must be
	submitted when bid price varie			
	Management of the Control of the Con			
•				

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

		Estimated	Location of	Bid Price (\$/Ton) F.O. B.
Contract	Description	Quantity	DOH	DOH Storage Site
Item	of Aggregate	(TONS)	Storage Site	
				LIMESTONE BLAST
	BROO	KE COUNTY		SANDSTONE FURNACE STEEL
				GRAVEL, SAND SLAG SLAG
Α	Class 1	10000	Wellsburg	11.45
D	No. 1	500	Wellsburg	
E	No. 3	500	Wellsburg	
Н	No. 57	2000	Wellsburg	
ı	No. 67	500	Wellsburg	
J	No. 7	500	Wellsburg	
K	No. 8	5000	Wellsburg	
· L	No. 9	500	Wellsburg	
M	Gabion Stone	500	Wellsburg	
0	Standard Abr.	5000	Wellsburg	
Р	Modified Abr.	5000	Wellsburg	
R	Shot Rock	500	Wellsburg	
S	No. 8 Modified	2000	Wellsburg	
	BROO	KE COUNTY	·	
Α	Class 1	6000	Weirton	10.00
d	No. 1	500	Weirton	
E	No. 3	500	Weirton	
Н	No. 57	1000	Weirton	
	No. 67	500	Weirton	
J	No. 7	500	Weirton	
K	No. 8	5000	Weirton	
L	No. 9	1000	Weirton	
М	Gabion Stone	500	Weirton	
N	Fine Aggregate	100	Weirton	
0	Standard Abr.	4000	Weirton	
Р	Modified Abr.	4000	Weirton	
R	Shot Rock	500	Weirton	
S	No. 8 Modified	2000	Weirton	

12.

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

		Estimated	Location of		Bid Priçe	(\$/Ton) F.O.	B.
Contract	Description	Quantity	DOH		DOH S	Storage Site	
Item	of Aggregate	(TONS)	Storage Site				
					LIMESTONE	BLAST	
	HANCOC	K COUNTY			SANDSTONE	FURNACE	STEEL
	<u> </u>				GRAVEL, SAND	SLAG	SLAG
Α	Class 1	5000	New Manchester				12.25
D	No. 1	500	New Manchester				
E	No. 3	500	New Manchester				
G	No. 467	3000	New Manchester				
Н	No. 57	1000	New Manchester				
1	No. 67	500	New Manchester				
J	No. 7	500	New Manchester				
K	No. 8	5000	New Manchester				
L	No. 9	1000	New Manchester				
M	Gabion Stone	500	New Manchester				
N	Fine Aggregate	100	New Manchester				
0	Standard Abr.	4000	New Manchester				
Р	Modified Abr.	4000	New Manchester				
R	Shot Rock	500	New Manchester			ļ	
S	No. 8 Modified	1000	New Manchester		L		
	MARSHA	LL COUNTY	,				
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Α	Class 1	5000	Glendale	•		<u> </u>	16.00
D	No. 1	0	Glendale				
Ε	No. 3	500	Glendale				<u> </u>
G	No. 467	3000	Glendale				
Н	No. 57	1000	Glendale				
1	No. 67	500	Glendale			 	
j	No. 7	0	Glendale				
K	No. 8	5000	Glendale				<u> </u>
L	No. 9	0	Glendale				
M	Gabion Stone	500	Glendale		-		
N	Fine Aggregate	100	Glendale				
0	Standard Abr.	4000	Glendale			<u> </u>	
Р	Modified Abr.	4000	Glendale				
R	Shot Rock	500	Glendale				
S	No. 8 Modified	1000	Glendale	•			

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

		Estimated	Location of	Bid Price (\$/Ton) F.O.B.
Contract	Description	Quantity	DOH	DOH Storage Site
Item	of Aggregate	(TONS)	Storage Site	
				LIMESTONE BLAST
	MARSHAL	L COUNTY		SANDSTONE FURNACE STEEL
	WWW.CONFE			GRAVEL, SAND SLAG SLAG
Α	Class 1	4000	Sand Hill	20.00
D .	No. 1	0	Sand Hill	
E	No. 3	800	Sand Hill	
G	No. 467	400	Sand Hill	
Н	No. 57	200	Sand Hill	
1	No. 67	500	Sand Hill	
J	No. 7	0	Sand Hill	
K	No. 8	500	Sand Hill	
L	No. 9	0	Sand Hill	
M	Gabion Stone	500	Sand Hill	
N	Fine Aggregate	100	Sand Hill	
0	Standard Abr.	1000	Sand Hill	
P	Modified Abr.	1000	Sand Hill	
R	Shot Rock	500	Sand Hill	
S	No. 8 Modified	2000	Sand Hill	
	<u>OHIO</u>	COUNTY		
Α	Class 1	3000	Triadelphia	16.00
D	No. 1	500	Triadelphia	
E	No. 3	1000	Triadelphia	
G	No. 467	500	Triadelphia	
Н	No. 57	1000	Triadelphia	
l	No. 67	5000	Triadelphia	
J	No. 7	1000	Triadelphia	
K	No. 8	5000	Triadelphia	
L	No. 9	1000	Triadelphia	
M	Gabion Stone	500	Triadelphia	
N	Fine Aggregate	100	Triadelphia	
0	Standard Abr.	4000	Triadelphia	
Р	Modified Abr.	4000	Triadelphia	
R	Shot Rock	500	Triadelphia	
S	No. 8 Modified	2000	Triadelphia	

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site	
				LIMESTONE BLAST	
	OHIO (COUNTY		SANDSTONE FURNACE ST	EEL
				GRAVEL, SAND SLAG SL	AG
Α	Class 1	1000	Elm Grove	16.	.00
E	No. 3	500	Elm Grove		
G	No. 467	500	Elm Grove		
I	No. 67	500	Elm Grove		
J	No. 7	500	Elm Grove		
L	No. 9	1000	Elm Grove		
N	Fine Aggregate	2000	Elm Grove		
0	Standard Abr.	3000	Elm Grove		
Р	Modified Abr.	3000	Elm Grove		
R	Shot Rock	500	Triadelphia		
	TYLER	COUNTY			
Α	Class 1	5000	Sistersville		
D	No. 1	1000	Sistersville		
E.	No. 3	2000	Sistersville		
G	No. 467	3000	Sistersville		
Н	No. 57	2000	Sistersville		
1	No. 67	1000	Sistersville		
J	No. 7	2000	Sistersville		
K	No. 8	2000	Sistersville		
L	No. 9	1000	Sistersville		
M	Gabion Stone	500	Sistersville		
N	Fine Aggregate		Sistersville		
0	Standard Abr.	2000	Sistersville		
P	Modified Abr.	2000	Sistersville		
R	Shot Rock	500	Sistersville		
S	No. 8 Modified	3000	Sistersville		

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	_	DOH	(\$/Ton) F.O.B. Storage Site	
	TYLER	COUNTY			LIMESTONE SANDSTONE	BLAST FURNACE	STEEL
				_	GRAVEL, SAND	SLAG	SLAG
Α	Class 1	1000	Centerville	_			· · · · · · · · · · · · · · · · · · ·
D	No. 1	1000	Centerville	<u> </u>			
E	No. 3	2000	Centerville	<u> </u>			
G	No. 467	3000	Centerville	L			<u> </u>
Н	No. 57	2000	Centerville				
l l	No. 67	500	Centerville				
J	No. 7	2000	Centerville				
K	No. 8	600	Centerville	Ļ			<u> </u>
L	No. 9	1000	Centerville	1			
M	Gabion Stone	500	Centerville				ļ
N	Fine Aggregate	100	Centerville				
0	Standard Abr.	1000	Centerville	ļ			<u> </u>
Р	Modified Abr.	1000	Centerville	1			
R	Shot Rock	500	Centerville	ļ			
S	No. 8 Modified	2000	Centerville	į		<u></u>	<u> </u>
	WETZE	L COUNTY					
	.	5000	New Martinsville	í			20.00
A	Class 1	5000 1000	New Martinsville				20.00
D	No. 1		New Martinsville	,			
E	No. 3 No. 467		New Martinsville				
G	No. 467 No. 57	3000	New Martinsville				
Н	No. 57 No. 67		New Martinsville				
!	No. 7	500	New Martinsville				
J	No. 8	2000					
K	No. 9		New Martinsville				
L M	Gabion Stone		New Martinsville				
	Fine Aggregate		New Martinsville				
N O	Standard Abr.	1500	New Martinsville				
P	Modified Abr.	1500					
R	Shot Rock	500					
S	No. 8 Modified		New Martinsville				1
3	140. O MOUNICO	1000	TOW MAINTENANCE				



TITLE

0wner

*126161743

49975 SR 78

CLARINGTON OH

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

43915

RON ROTHENBUHLER TRUCKING

740-458-1167

Request for Quotation

RFQ.NUMBER 6611C021

Þ	AGE	
	1	

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

8 H - P T O

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

FREIGHT TERMS SHIP VIA F.O.B. TERMS OF SALE DATE PRINTED 03/11/2011 BID OPENING DATE: 01:30PM 03/22/ 2011 BID OPENING TIME CAT. **AMOUNT** UNIT PRICE ITEM NUMBER QUANTITY UOP LINE ADDENDUM NO. 1 THIS ADDENDUM IS ISSUED TO: 1.) ADD CONTRACT THEM Y, 6"CRUSHER RUN TO BIDDING SCHEDULE | 12.1 | PER THE ATTACHED 2.) PROVIDE A COPY OF THE VENDOR PREFERENCE CERTIFICATE .) BID OPENING DATE REMAINS 03/22/2011 AT 1:30 PM d001 ĦΑ 750-35 1 STONE, AGGREGATE AND CINDERS 6611CQ21 ***** TOTAL: THIS IS THE END OF RFQ SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE 740-458-1167 03/17/2011

34-1766373

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.
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- 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.
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- 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

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- 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).

49975 SR 78 Clarington, OH 43915 740/458-1167

March 23, 2011

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

Re: RFQ No. 6611C021 - Addendum No. 2 & No. 3

Above mentioned Addendums received. Signed copies attached. No revision to our original bid.

Notae as aprecent properties to the open of the consequent

Thank you.

Very truly yours,

Ronald W. Rothenbuhler

SHO KANDARA DA PAR KANDARA MINI

Owner

Parker Bar

RECEIVED

2011 MAR 28 AM 10: 49

WV PURCHASING DWISION



*126161743

49975 SR 78

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

RON ROTHENBUHLER TRUCKING

Request for Quotation

REQ NUMBER 6611C021

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

CLARINGTON OH 43915

740-458-1167

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TITLE	malo	$\frac{\mathcal{V} \cdot \mathcal{V}}{\ \mathbf{v} \cdot \mathbf{v} \ }$	FEIN	me	mul	$V \mid 74$	<u>0-4</u>	58-1167)3/23/2011
O.	wner		34	1-1766	373			ADDRESS CH	ANGES	TO BE NOTED ABOVE

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BIDDING SCHEDULE

DISTRICT THREE

ADDENDUM #2

66-11-C021

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

Estimated Location of
Contract Description Quantity DOH
Item of Aggregate (TONS) Storage Site

Bid Price (\$/Ton) F.O.B. DOH Storage Site

CALHOUN COUNTY								
A E G I M O S	Class 1 No. 3 No 467 No. 67 Gabion Stone Standard Abr. No. 8 Modified	3600 1800 5000 2500 100 2500 1150	Millstone Millstone Millstone Millstone Millstone Millstone					

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG



TITLE

Owner

*126161743

49975 SR 78

CLARINGTON OH

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

43915

RON ROTHENBUHLER TRUCKING

740-458-1167

Request for Quotation

6611C021

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

BY ORDER

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED

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FREIGHT TERMS F.O.B. TERMS OF SALE SHIP VIA DATE PRINTED 03/18/2011 BID OPENING DATE: 01:30PM BID OPENING TIME 03/31/2011 CAT. NO: UNIT PRICE **AMOUNT** ITEM NUMBER UOP QUANTITY LINE ADDENDUM NO. 3 THIS ADDENDUM IS ISSUED TO EXTEND THE HID OPENING DATE FROM: 03/22/2011 AT 1:30 PM TO 03/31/2011 AT 1:30 PM *END ADDENDUM NO. 3******** 750-35 ÐΑ d001 1 STONE, AGGREGATE AND CINDERS 6611C021 ***** TOTAL: IS THE END OF REQ THIS SEE REVERSE SIDE FOR TERMS AND CONDITIONS 740-458-1167 03/23/2011 ADDRESS CHANGES TO BE NOTED ABOVE

34-1766373

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March 28, 2011

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

Re: RFQ No. 6611C021 - Addendum No. 4

Rmaldw Cothenluhler

Above mentioned Addendum received. Signed copy attached. No revision to our original bid.

Thank you.

Very truly yours,

Ronald W. Rothenbuhler

Owner

RECEIVED

2011 MAR 30 AM 10: 08

W PURCHASING DVS ON



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

Request for Quotation

RFQ NUMBER 6611C021 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER Ţ

740-458-1167 *126161743 RON ROTHENBUHLER TRUCKING 49975 SR 78 43915 CLARINGTON OH

DATE PR	INTED	TER	MS OF SAL	Ē	SHIP	VIA		FOB		FREIGHT TERMS
03/22/										
BID OPENING DAT	E:	03/31/2		CAT.			PEN		01:3 	
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				ADDEN	DUM NO. 4	1		٠		
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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Stone and Aggregate

#66-11-C021

Addendum #4

Technical Questions

QUESTIONS:

I am interested in providing RipRap, Shot and Gabion rock. The bidding instructions say that one can bid FOB vendor site but also that they must be able to deliver 300 tons per day to any site deemed necessary by District Manager. Does this mean that I must just have the capacity to load whoever delivers the rock and not consider the transportation to the site?

Response:

No

I am also confused about Paragraph 4, Contract Award and whether I need to bid FOB DOH locations or not. I can definitely provide rock at my site, but I am limited in delivery without hiring third party trucking for large quantities per day as specificed. So, if I bid FOB vendor storage on item 12.1 a, b, c, d, is this acceptable or must I include trucking estimates to specific sites in order to qualify as an acceptable vendor?

Response:

No

#66-11-C021 Stone and Aggregate

Addendum #4

Change product Contract Item Y from 6" Crusher Run to Quarry Waste. Add Note 7 to Section 1 as follows:

"Material shall meet the specifications 716.1.1 - Random Material"

Revised Bidding Schedule 12.1 attached.

http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx

12. BIDDING SCHEDULE 6611C021 - Addendum #4 Changing Contract Item Y

12.1	Bidding F.O.B. Vendor's Storage Sit	е
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a)	SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)
b)	EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors storage sites.

Contract Item F.O.B.	<u>Vendor's Storage Site</u>	Description LIMESTONE SANDSTONE, GRAVEL, SAND	d Price per Ton of BLAST FURNACE SLAG	Material STEEL SLAG
ABCDEFGHIJKLMNO	Class 1 Aggregate Class 2 Aggregate Class 10 Aggregate AASHTO #1 Aggregate AASHTO #3 Aggregate AASHTO #467 Aggregate AASHTO #57 Aggregate AASHTO #67 Aggregate AASHTO #7 Aggregate AASHTO #7 Aggregate AASHTO #8 Aggregate AASHTO #9 Aggregate Stone for Gabions Fine Aggregate Standard Abrasives			

BIDDING SCHEDULE (Continued)

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

J		Bid Price per Ton	Mat <u>erial</u>
tem	Description	01	Matorial
O.B. Vendor's Storage Site	LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
Modified Abrasives Riprap Shot Rock AASHTO #8 Modified AASHTO #9 Modified Pea Gravel #11 Limestone Abrasives			
S for H	urst Lon-Wille	on Mile	
© for l	-iret Lon-IVIIIe	on-Mile	
Quarry Waste (Pick-up only)			
<u>ct Item</u> Vendor's Storage Site	<u>Descripti</u>	Bid Price per Ton on of Material	<u>F.O.B.</u>
Cinders (See Note 1.)			
c) SOURCE OF MATERIAL Name a	nd Location of pl	ant which produces the	material:
	Riprap Shot Rock AASHTO #8 Modified AASHTO #9 Modified Pea Gravel #11 Limestone Abrasives Haul by Vendor (Except Ite @	D.B. Vendor's Storage Site LIMESTONE SANDSTONE, GRAVEL, SAND Modified Abrasives Riprap Shot Rock AASHTO #8 Modified AASHTO #9 Modified Pea Gravel #11 Limestone Abrasives Haul by Vendor (Except Items R and Q): @\$ for First Ton-Mile @\$ for Each Additional T Haul by Vendor (Items R and/or Q): @\$ for Each Additional T Quarry Waste (Pick-up only) Ct Item Vendor's Storage Site Cinders (See Note 1.) Note 1: Bid price shall include cost of Vendor Loadi	Description of

Stone and Aggregate

#66-11-C021

Addendum #4

Additional Contract Item 12.2

Please add Contract Item #C - Class 10 Aggregate for 1000 tons to all District 5 Storage Sites..

		Estimated	DOH Storage		Limestone Sandstone	Blast Furnace	Steel
		Quantity	Site		Gravel, Sand	Slag	Slag
	BERKELEY COUNTY	.,					
С	Class 10 Aggregate	1000	Martinsburg	\Box			<u></u>
		<u> </u>					
	GRANT COUNTY	1 4000	Is a large			I -	1
С	Class 10 Aggregate		Petersburg	╀			
С	Class 10 Aggregate	1000	Mt. Storm	<u> </u>			<u> </u>
	LIAMPONDE COUNT	V					
	HAMPSHIRE COUNT		Cacpon Bridge	Т	<u> </u>		
<u>C</u>	Class 10 Aggregate		Slanesville	╫	<u> </u>		
C	Class 10 Aggregate		Romney	十			
١	Class 10 Aggregate	1000	Tronney	Щ.		<u> </u>	<u></u>
	HARDY COUNTY	·····			<u> </u>		
c	Class 10 Aggregate	1000	Baker	T			
$\frac{c}{c}$	Class 10 Aggregate		Moorefield.	T			
٣	Totass to riggrogate	1					
	JEFFERSON COUNT	Υ					
С	Class 10 Aggregate		Charles Town	T			
Ť	10.000 10.000		<u> </u>				
<u> </u>	MINERAL COUNTY						
c	Class 10 Aggregate	1000	Short Gap				
C	Class 10 Aggregate	1000	Skyline				
C		100	New Creek				
	MORGAN COUNTY					-	
C	Class 10 Aggregate		Berkeley Springs	\perp			
C	Class 10 Aggregate		0 Largent SR 9	\perp			
C	Class 10 Aggregate	100	0 Largent CR 9/14	\perp			

* * * * * * * * * * * * * * * * * * * *	
	d) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors storage sites.

03/17/2011

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.
require against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and ses the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	RON ROTHENBUHLER TRUCKING Signed: Phaldw. Rothenbuhler

Title: Owner

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

RFQ No.	_66110021	
111 00 110.		

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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name:	RON ROTHENBUHLER TR	RUCKING			
Authorized Signature	Rmald w Rotherl	unter	_ Date:	03/17/2011	
State of <u>Ohio</u>	·				
County of Monro	<u>у е</u> , to-wit:				
Taken, subscribed, and	d sworn to before me this <u>ハガ</u> d	ay of March		, 20 <u> </u> .	
My Commission expire	es lo	0-2-, 20 <u>15</u> .			
AFFIX SEAL HERE		NOTARY PUBLIC	Lind	a K. Jude	•
_	THE REAL PROPERTY OF THE PERTY				

