



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

6611C025

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 33

304-558-2402

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\*709050359 304-845-2545  
KLUG BROTHERS INC  
RD 2 BOX 394  
MOUNDSVILLE WV 26041

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DIVISION OF HIGHWAYS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/31/2011				

BID OPENING DATE:

04/13/2011

BID OPENING TIME

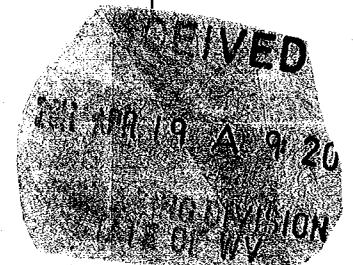
01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		745-21		
HOT MIX ASPHALT						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT TO SUPPLY AND LAY DOWN HOT MIX ASPHALT FOR ALL TEN DISTRICTS PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 10						
REQUISITION NO.: ..... 6611C025						
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 ..✓... mgk.						
NO. 2 ..✓... mgk.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mark J. Klug</i>	304-845-2545	4-18-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	550601828	

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](http://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.

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### 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).



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

\*709050359 304-845-2545

KLUG BROTHERS INC  
RD 2 BOX 394

MOUNDSVILLE WV 26041

DIVISION OF HIGHWAYS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

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DATE PRINTED

03/31/2011

TERMS OF SALE

SHIP VIA

F.O.B.

FREIGHT TERMS

BID OPENING DATE:

04/13/2011

BID OPENING TIME

01:30PM

LINE

QUANTITY

UOP

CAT  
NO

ITEM NUMBER

UNIT PRICE

AMOUNT

NO. 3 .....

NO. 4 .....

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  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....*Mary Klug*.....  
SIGNATURE

...KLUG BROS. INC. ....  
COMPANY

.....4-18-11.....  
DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. ✓

REV. 09/21/2009

EXHIBIT 1

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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Department of Administration  
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03/31/2011				

BID OPENING DATE:	04/13/2011	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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04/13/2011

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01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	VOLUME OF WORK).					
	INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.					
	WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.					
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.					
	REV. 9/98					
	PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.					
	EXHIBIT 4					
	LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

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BID OPENING TIME

01:30PM

LINE

QUANTITY

UOP

CAT  
NO

ITEM NUMBER

UNIT PRICE

AMOUNT

PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL  
POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST  
CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL  
SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY  
MANNER.

REV. 3/88

## NOTICE

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

BUYER:

SHERI SLONE - FILE 33

RFQ. NO.:

6611C025

BID OPENING DATE:

04/13/2011

BID OPENING TIME:

1:30 PM

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

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DIVISION OF HIGHWAYS

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03/31/2011				

BID OPENING DATE: 04/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-845-7982						
OR 888-730-7500						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- MARK J. KLUG OR JULIE C. KLUG						
***** THIS IS THE END OF RFQ 6611C025 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mark J. Klug</i>	304-845-2545	4-18-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Pres.</i>	550601828	

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

# 13 Bid Schedule -- HOT MIX ASPHALT

**District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County**

Item	Item Description	Unit of Measure	Cost Per Unit
A	Hot-Mix Asphalt Section 401 Base I FOB Vendor's Plant	TON	57.75
B	Hot-Mix Asphalt Section 401 37.5mm Superpave FOB Vendor's Plant	TON	
C	Hot-Mix Asphalt Section 401 Base II FOB Vendor's Plant	TON	57.75
D	Hot-Mix Asphalt Section 401 Patch and Level FOB Vendor's Plant	TON	57.75
E	Hot-Mix Asphalt Section 401 Wearing IV FOB Vendor's Plant	TON	57.75
F	Hot-Mix Asphalt Section 402 Wearing IV FOB Vendor's Plant	TON	
G	Hot-Mix Asphalt Section 401 19mm Superpave FOB Vendor's Plant	TON	
H	Hot-Mix Asphalt Section 401 Scratch Course FOB Vendor's Plant	TON	64.50
I	Hot-Mix Asphalt Section 402 9.5mm Superpave FOB Vendor's Plant	TON	
J	Hot-Mix Asphalt Section 401 Wearing I FOB Vendor's Plant	TON	64.50
K	Hot-Mix Asphalt Section 402 Wearing I FOB Vendor's Plant	TON	67.25
L	Hot-Mix Asphalt Section 401 4.75mm Superpave FOB Vendor's Plant	TON	



### 13 Bid Schedule -- HOT MIX ASPHALT

**District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County**

Item	Item Description	Unit of Measure	Cost Per Unit
M	Hot-Mix Asphalt Section 402 4.75mm Superpave FOB Vendor's Plant	TON	
N	Hot-Mix Asphalt Section 401 Wearing III FOB Vendor's Plant	TON	77.25
O	Hot-Mix Asphalt Section 402 Wearing III FOB Vendor's Plant	TON	
P	Hot-Mix Asphalt Plant Run FOB Vendor's Plant	TON	63.50
Q	Surcharge for PG70-22 Binder	TON	
R	Surcharge for PG76-22 Binder NOTE: Item R will be ordered in 400 ton increments	TON	
S	Excavation for Shoulder Paving		
	a) 0-1000	SQ YARD	9.25
	b) 1001-2000	SQ YARD	7.50
	c) 2001-3000	SQ YARD	6.25
	d) 3001 and greater	SQ YARD	5.50
T	HMA Base 1 Shoulder Paving Surcharge		
	a) 0-100	TON	9.00
	b) 101-200	TON	7.00
	c) 201-500	TON	5.00
	d) 501 and greater	TON	3.25
U	HMA Base 2 Shoulder Paving Surcharge		
	a) 0-100	TON	9.00
	b) 101-200	TON	7.00
	c) 201-500	TON	5.00
	d) 501 and greater	TON	3.25
V	Haul by Vendor		
	a) First Ton Mile	MILE	1.25
	b) Each Additional Mile	MILE	.25

### 13 Bid Schedule -- HOT MIX ASPHALT

**District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County**

Item	Item Description	Unit of Measure	Cost Per Unit
W	Lay Down of Materials Items A thru O, Each Site		
	a) 0-100	TON	59.75
	b) 101-200	TON	38.25
	c) 201-500	TON	19.50
	d) 501 and greater	TON	8.25
X	Cleaning and Sweeping	SQ YARD	.11
Y	Bituminous Material for Tack Coat or Prime Material furnished and applied under Item Y to be in accordance with Section 408 of the referenced specifications, as directed by the Engineer.	GALLON	2.75
Z	Daytime Paving Mobilization A Mobilization for Paving Charge may be made when the purchase order quantity per paving location is less than 500 tons of Hot-Mix Asphalt and night-time paving is not specified.	See Description	600.00
AA	Nighttime Paving Mobilization A Mobilization for Paving Charge may be made when the Engineer directs that the paving is to be done at night.	See Description	1,000.00
AB	Off-Season Plant Opening		
	a) First Day	DAY	1,000.00
	b) Each Additional Day	DAY	700.00
AC	Additional Heel-In Joints	Lineal Foot	9.75
AD	Skip Paving Surcharge	TON	2.00
AE	Mobilization for Profiling	Per Agency Release	1,200.00
AF	Payment Profiling (Milling)		
	a) Less than 250	SQ YARD	20.00
	b) 251-500	SQ YARD	13.00
	c) 501-1000	SQ YARD	9.00
	d) 1001-2500	SQ YARD	5.00
	e) 2501-5000	SQ YARD	3.50
	f) 5001 and greater	SQ YARD	2.00

# 13 Bid Schedule -- HOT MIX ASPHALT

**District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County**

Item	Item Description	Unit of Measure	Cost Per Unit
AG	Pilot Truck and Driver	Per Day	450.00
AH	Traffic Control Devices	UNIT	1.44
AI	Flagger	HOUR	55.00
AJ	Arrow Board	DAY	22.00
AK	Milled Rumble Strips	Lineal Foot	.25
AL	Mobilization for milled rumble strips	Per Agency Release	3,300.00
AM	Pavement Repair	Ton of HMA Base 2	290.00
AN	Surcharge for Warm-Mix Asphalt NOTE: Item AN is for Items A-O	TON	
AO	Surcharge for Parking Lot and Facility Paving NOTE: Item AO is for Items A-O	TON	4.75
Vendor's Plant Location: 2 PLANT LOCATIONS: PLANT #1 - STATE ROUTE 2 LAFAYETTE AVE. MOUNDSVILLE, WV. PLANT #2 - WETZEL STREET NEW MARTINSVILLE, WV.			

PRICING IS THE SAME AT BOTH PLANT LOCATIONS



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04/08/2011						
BID OPENING DATE: 04/20/2011 BID OPENING TIME 01:30PM						
LINE	QUANTITY	UOM	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE FROM:						
04/13/2011 @ 1:30 PM						
TO						
04/20/2011 @ 1:30 PM						
*****END ADDENDUM NO. 1*****						
0001	1	LS	745-21			
HOT MIX ASPHALT						
***** THIS IS THE END OF RFQ 6611C025 ***** TOTAL:						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Nancy Klug</i>			TELEPHONE 304-845-2545		DATE 4-18-11 606060	
TITLE <i>Proc</i>			FAX 550601828 p0111un		ADDRESS CHANGES TO BE NOTED ABOVE	

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## ADDENDUM NO. 2

1. To correct the night-time mobilization item number identified in the first paragraph, the second sentence of section 7. Mobilization for Paving Limits.

Currently reads:

7. MOBILIZATION FOR PAVING LIMITS

.....In addition, nighttime mobilization for paving, Item Z, will only be paid when Vendor is directed by the Division of Highways Engineer to perform lay down at night.

Should read:

7. MOBILIZATION FOR PAVING LIMITS

.....In addition, nighttime mobilization for paving, Item AA, will only be paid when Vendor is directed by the Division of Highways Engineer to perform lay down at night.

*Klug Bros., Inc.  
Mark J. Klug*

# 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**,  
**X** \_\_\_\_\_ 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:**

- X** \_\_\_\_\_ 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:**

- X** \_\_\_\_\_ 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: KLUG BROS., INC.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

4-18-11

Title: \_\_\_\_\_

President



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

STATE OF Florida  
~~WEST VIRGINIA~~  
 COUNTY OF Sumter  
~~MARSHALL~~, TO-WIT:

I, MARK J. KLUG, after being first duly sworn, depose and state as follows:

1. I am an employee of KLUG BROS. INC.; and,  
 (Company Name)
2. I do hereby attest that KLUG BROS. INC.  
 (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

KLUG BROS. INC.  
 (Company Name)

By: Mark J. Klug

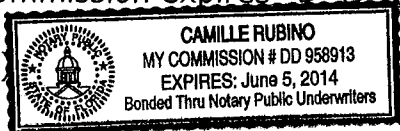
Title: President

Date: 4-15-11

Taken, subscribed and sworn to before me this 15<sup>th</sup> day of April 2011

By Commission expires 06/05/14

(Seal)



Camille Rubino  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

RFQ No. 6611C025STATE 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: KLUG BROS., INC.Authorized Signature: Mary Klug Date: 4-15-11State of FloridaCounty of Sumter, to-wit:Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of April, 2011.My Commission expires 06/05/14, 20  .

AFFIX SEAL HERE



NOTARY PUBLIC