



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
6611C033

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

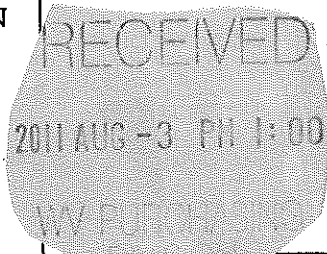
Greenbrier Excavating & Paving, Inc  
 PO Box 277  
 Ronceverte WV 24970

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/08/2011	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 07/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		GL		745-67		
RAPID CURING CUTBACK ASPHALT PATCHING MIX						
OPEN END CONTRACT						
<p>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, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY MODIFIED WINTER GRADE BITUMINOUS PATCHING MIXTURE (COLD MIX) TO VARIOUS LOCATIONS THROUGHOUT DISTRICT 1 THROUGH DISTRICT 10.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>W. A. ROSE</i>	304-647-4296	8/7/2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	55-0635695	

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.

**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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# Request for Quotation

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Greenbrier Excavating & Paving, Inc  
 PO Box 277  
 Ronceverte WV 24970

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/08/2011	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 07/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 VOLUME OF WORK).</p> <p>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.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-647-4296	8/01/2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	55-0635695	

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



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# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33 804-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Greenbrier Excavating & Paving, Inc  
 PO Box 277  
 Ronceverte WV 24970

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/08/2011	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 07/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 9/98 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 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-647-4296	DATE 8/01/2011
TITLE VP	FEIN 55-0635695	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

VENDOR

\*709052626      304-647-4296  
 GREENBRIER EXCAVATING & PAVING  
 PO BOX 277  
 RONCEVERTE WV 24970

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED 07/27/2011	TERMS OF SALE NET 30	SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID
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BID OPENING DATE: 08/03/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADD: VENDOR PREFERENCE CERTIFICATE						
BID OPENING DATE AND TIME CHANGED						
FROM: 07/27/11 @1:30 P.M.						
TO: 08/03/11 @1:30 P.M.						
NO OTHER CHANGES						
0001		GL		745-67		
RAPID CURING CUTBACK ASPHALT PATCHING MIX						
***** THIS IS THE END OF RFQ 6611C033 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-647-4296	DATE 8/01/2011
TITLE VP	FEIN 55-0635695	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33 B04-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Greenbrier Excavating & Paving, Inc  
 PO Box 277  
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SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/08/2011	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 07/27/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: PAUL REYNOLDS FILE 33 RFQ. NO.: 6611C033 BID OPENING DATE: JULY 27, 2011 BID OPENING TIME: 1:30 P.M.  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-645-4610  CONTACT PERSON (PLEASE PRINT CLEARLY): William Alan O'Brien -----  ***** THIS IS THE END OF RFQ 6611C033 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-647-4296	DATE 8/01/2011
TITLE VP	FEIN 55-0635695	ADDRESS CHANGES TO BE NOTED ABOVE

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

## 13. BID SCHEDULE

66-11-C033

VENDOR NAME:	Greenbrier Excavating & Paving, Inc.
--------------	--------------------------------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 1

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	TON	275	90.35	24,846.25
Boone	Rock Creek	TON	250	89.35	22,337.50
Boone	Seth	TON	75	89.35	6,701.25
Clay	Widen Road & CR 11	TON	200	91.10	8,220.00
Clay	Maysel	TON	0		
Kanawha	Chelyan	TON	200	83.50	6,700.00
Kanawha	Elkview	TON	200		
Kanawha	North Charleston	TON	200		
Kanawha	St. Albans	TON	100		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	TON	50		
Kanawha	I-77 @ Sissonville	TON	100		
Kanawha	I-79 @ Amma	TON	30		
Kanawha	Corridor G @ Alum Creek	TON	30		
Mason	Pt. Pleasant	TON	200		
Putnam	Red House	TON	75		
Putnam	Hurricane @ Rt. 34	TON	75		
Putnam	Scary	TON	30		

## 13. BID SCHEDULE

66-11-C033

VENDOR NAME:	Greenbrier Excavating & Paving, Inc.
--------------	--------------------------------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 7

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Barbour	Phillipi	TON	40		
Braxton	Laurel Court	TON	150		
Braxton	I-79 @ Coon Knob	TON	25	84.00	2,100.00
Braxton	I-79 @ Burnsville	TON	25	86.50	2,162.50
Gilmer	Glenville Headquarters	TON	60	91.00	5,460.00
Lewis	Weston (Ben Dale)	TON	100		
Upshur	Clow Lot @ Buckhannon	TON	40		
Webster	Cherry Falls	TON	30	86.00	2,580.00
Webster	Cowen	TON	30	86.00	2,580.00
Webster	Hacker Valley	TON	30	88.50	2,655.00



13. BID SCHEDULE 66-11-C033

VENDOR NAME:	Greenbrier Excavating & Paving, Inc.
--------------	--------------------------------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 8

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin	TON	100	95.00	9,500.00
Pocahontas	Marlinton	TON	25	85.00	2,125.00
Randolph	Elkins	TON	125		
Tucker	Parsons	TON	60		

## 13. BID SCHEDULE 66-11-C033

VENDOR NAME:	Greenbrier Excavating & Paving, Inc.
--------------	--------------------------------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 9

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Fayette	Oak Hill	TON	100	79.25	7,925.00
Fayette	Corridor L @ Oak Hill	TON	0		
Fayette	Lookout	TON	100	78.75	7,875.00
Fayette	Glen Ferris	TON	200	81.00	16,200.00
Greenbrier	Lewisburg	TON	125	75.00	9,375.00
Greenbrier	Crawley	TON	100	75.75	7,575.00
Greenbrier	I-64 @ Hart's Run	TON	15	80.00	1,200.00
Monroe	Union	TON	275	78.00	21,450.00
Monroe	Peterstown	TON	0		
Nicholas	Summersville	TON	175	80.00	14,000.00
Nicholas	Curtin	TON	25	82.00	2,050.00
Nicholas	Corridor L @ Muddlety	TON	150	81.00	12,150.00
Summers	Hinton	TON	50	79.00	3,950.00

13.

## BID SCHEDULE

66-11-C033

VENDOR NAME:	Greenbrier Excavating & Paving, Inc.
--------------	--------------------------------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 10

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	County Headquarters	TON	100	88.00	8,800.00
Mercer	County Headquarters	TON	100	83.00	8,300.00
Raleigh	County Headquarters	TON	100	78.00	7,800.00
Wyoming	County Headquarters	TON	100	86.00	8,600.00

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: Greenbrier Excavating & Paving, Inc. Signed: [Signature] Title: VP Date: 8/01/2011

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

RFQ No. 6611C033

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 owned 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: Greenbrier Excavating & Paving, Inc.

Authorized Signature: [Signature] Date: 8/3/11

State of West Virginia

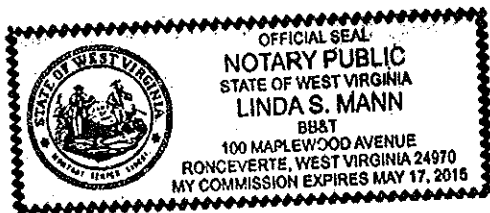
County of Greenbrier, to-wit:

Taken, subscribed, and sworn to before me this 3<sup>rd</sup> Aug. day of December, 2011.

My Commission expires 5/17/15, 20    .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Morgan & Morgan Inc. PO Box 129 114 West Edgar Ave Ronceverte WV 24970		<b>CONTACT NAME:</b> Brandi Sherwood <b>PHONE (A/C, No. Ext):</b> (304) 645-4565 <b>FAX (A/C, No.):</b> (304) 645-4564 <b>E-MAIL ADDRESS:</b> B.Sherwood@morgan-insurance.com	
<b>INSURED</b> GREENBRIER EXCAVATING & PAVING INC P.O. BOX 277 RONCEVERTE WV 24970-0277		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Erie Insurance P&C NAIC # 26930 INSURER B: Brickstreet Insurance 12372 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL1171800339 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUPPLEMENTAL COVERAGE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
AC	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		045-7450012	9/24/2010	9/24/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AC	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
AC	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		005-7440004	9/24/2010	9/24/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
AC	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		033-7470001	9/24/2010	9/24/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
AC	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5/22/2011	5/22/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> STATE OF WEST VIRGINIA DEPT. OF ADMINISTRATION PURCHASING DIVISION PO BOX 50130 CHARLESTON, WV 25305	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brandi Sherwood/BS <i>B.Sherwood</i>
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