



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

Solicitation

NUMBER
6613C021

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 *709045044 304-486-5195
 Lusher Trucking Co., Inc.
 70 Davis Br. Rd.
 Prichard, WV 25555

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
02/01/2013

BID OPENING DATE: 02/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				ISSUED TO CHANGE BID OPENING DATE AND TIME FROM: 02/06/13 AT 1:30 P.M. TO 02/13/13 AT 1:30 P.M.		
				ADDITIONALLY, THE EXCEL FILE FOR DISTRICT 4 HAS BEEN CORRECTED ON THE PURCHASING BULLETIN WEBSITE. THE FILE HAD BEEN LABELLED AS DISTRICT 4, WHEN DISTRICT 5 WAS UPLOADED INCORRECTLY IN ITS PLACE.		
0001	1	EA		750-35		
				STONE, AGGREGATE & CINDERS		
***** THIS IS THE END OF RFQ 6613C021 ***** TOTAL:						
02/13/13 11:09:44 AM West Virginia Purchasing Division						

SIGNATURE <i>Frank W. Jones</i>	TELEPHONE 304-486-5195	DATE 2/12/13
TITLE President	FEIN 55-0577610	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER
6613C021

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
01/15/2013

BID OPENING DATE: 02/06/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
STONE, AGGREGATE & CINDERS						
OPEN-END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE AN OPEN-END CONTRACT TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY STONE/AGGREGATE AND CINDERS PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6613C021 ***** TOTAL:						

SIGNATURE <i>Frank W. Lusher</i>	TELEPHONE 304-486-5195	DATE 2/12/13
TITLE President	FEIN 55-0577610	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: 6613C021

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

ISSUED TO CHANGE BID OPENING DATE AND TIME FROM:
02/06/13 AT 1:30 P.M. TO 02/13/13 AT 1:30 P.M.

ADDITIONALLY, THE EXCEL FILE FOR DISTRICT 4 HAS BEEN CORRECTED ON THE PURCHASING BULLETIN WEBSITE. THE FILE HAD BEEN LABELLED AS DISTRICT 4, WHEN DISTRICT 5 WAS UPLOADED INCORRECTLY IN ITS PLACE.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

at

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6613C021

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road

Prichard, WA 25555-7510

Frederic W. Lusher

Authorized Signature

2-12-2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 6613C021

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

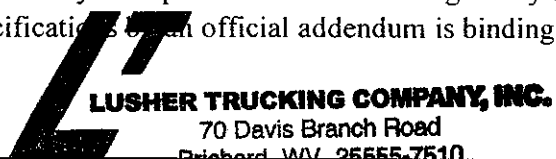
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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 as an official addendum is binding.



Thomas Lee Lusher

Authorized Signature

2-12-2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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REQUEST FOR QUOTATION
6613C021 Stone, Aggregate and Cinders

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Stone, Aggregate and Cinders. This contract shall be for the 2013 Spring/Summer season running approximately six months, effective on April 10, 2013 and expiring on October 9, 2013.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as 6613C021.
 - 2.4 **“WVDOH”** used throughout this RFQ means the West Virginia Division of Highways.
 - 2.5 **“Contractor” or “Vendor”** used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications are interchangeable.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed in Section 3.3 on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.2 **Specifications:** The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the 2013 Supplemental Specifications, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4,

REQUEST FOR QUOTATION
6613C021 Stone, Aggregate and Cinders

106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, 109.20 and 401.9.3.

A copy of these Standard Specifications and Supplements may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

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

3.3 Materials:

<u>MATERIAL (NOTE1)</u>	<u>SPECIFICATION SECTION</u>
Fine Aggregate	702
Coarse Aggregate	703 (Note 4)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3 and Note 5
Aggregate for Base and Sub-base	704.6 (Note 5)
No. 8 Modified and No. 9 Modified	Note 3 and Note 4
No. 11 Limestone	Note 6
Quarry Waste	Note 7

NOTE 1: Fine aggregate on the pricing page shall be considered to be fine aggregate for Portland cement concrete or mortar sand, the particular type to be specified in the Agency Release. Coarse aggregate on the Pricing Pages is identified by an AASHTO standard size; e.g., AASHTO Size No. 1, AASHTO Size No. 467, etc. Aggregate for base and sub-base on the Pricing Pages is identified by class; e.g., Class 1, Class 2, and Class 9, etc.

NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 4 (4.75 mm) sieve.
3. When gravel is used as an abrasive, the material retained on the No. 8, sieve shall have a majority of crushed particles.

B. Gradation

The material shall conform to the following gradation requirements determined in

REQUEST FOR QUOTATION
6613C021 Stone, Aggregate and Cinders

accordance with AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
No. 100	0-10	0-4

NOTE 3: In addition to meeting the gradation requirements of AASHTO No. 8 and No. 9 aggregate in table 703.4, Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall have a maximum of 2% passing the No. 200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall meet all other requirements for AASHTO No. 8 and AASHTO No. 9 aggregate.

NOTE 4: With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- Item J, AASHTO No. 7
- Item K, AASHTO No. 8
- Item L, AASHTO No. 9
- Item S, AASHTO No. 8 Modified
- Item T, AASHTO No. 9 Modified

The grading for the above items shall be determined by AASHTO T-27 and AASHTO T-11.

NOTE 5: Cinders (Power Plant Slag) shall conform to the following specifications:

A. Definition

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

B. Quality

Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard No. 4 (4.75 mm) sieve.

C. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100

REQUEST FOR QUOTATION
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3/8 inch	85-100
No. 100	0-20

NOTE 6: No. 11 Limestone for SRIC shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 8 (2.36 mm) sieve.

B. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8 inch	100
No. 4	40-90
No. 8	10-40
No. 100	0-5

NOTE 7: Quarry Waste shall meet the WVDOH specifications 716.1.1 – Random Material.

3.4 Sampling and Testing:

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the WVDOH. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOH's "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production).

Other minimum frequencies shall be in accordance with the following:

<u>Property</u>	<u>Frequency</u>
Gradation - Delivered Material	One sample per each day of shipment or if tested during production, one sample per each day of production. See Note 1 below.
Gradation - WVDOH Pick-up	(A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production. See Note 1 below.

REQUEST FOR QUOTATION
6613C021 Stone, Aggregate and Cinders

(A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.

Moisture Content See Note 2 below.

All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector.

NOTE 1: The Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.

NOTE 2: In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOH reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the WVDOH in accordance with MP 700.00.22. Items OA, OB, PA and PB (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

3.5 Acceptance Plan:

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be on the basis of test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the WVDOH within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51. When the average falls outside the applicable limits, the lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

REQUEST FOR QUOTATION
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When a sub-lot of material is to have its price adjusted, the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1.

TABLE 1

<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
Plus No. 40	1
No. 40	1.5
No. 50	1.5
No. 100	2.0
	(1.3 for abrasives and cinders)
No. 20	2.5
1/2"	1
3/8"	1

The total measure of non-conformance of an individual sub-lot is the sum of all non-conformances on the various sieve sizes of that sub-lot. In no case, however, shall a sub-lot of material have its price adjusted more than once, and the first adjustment which is determined shall apply.

When the total degree of non-conformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

TABLE 2

<u>DEGREE OF NON-CONFORMANCE</u>	<u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u>
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

*The WVDOH will make a special evaluation of the material and determine the appropriate action.

In the event a Vendor delivers a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile and it has been determined from his certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

REQUEST FOR QUOTATION
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In the event material is delivered from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

3.6 Hauling Aggregate to State Projects by Contractor:

The most direct suitable route from the Vendor's aggregate storage site to the midpoint of the project site will be determined by the WVDOH and used to compute haul distance for the purpose of determining low bid, and also for the purpose of determining payment.

In-state delivery route mileage will be calculated by the WVDOH from the Vendor's storage site to the midpoint of the WVDOH project job site by utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "MapQuest" or a similar source for routing from the Vendor's storage site to the WV State line at which time, the Straight Line Diagrams will be sourced to the WVDOH project job site.

The Contractor shall deposit aggregates at the project site at the locations and in the manner directed by the WVDOH. This may include tailgating the aggregate into an aggregate spreader or onto a roadway, or dumping the aggregate into a stockpile.

**3.7 Weighing Materials Delivered by Modes
Of Transportation Other than Trucks:**

Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the WVDOH, and the weights of materials so shipped shall be certified, by the Vendor or his authorized agent, to be correct.

The minimum barge delivery requested will be approximately 6,500 tons per the order. When barge delivery is required Contract Items will be ordered in 1500 ton increments.

3.8 Bid Instructions:

Exhibit A, Pricing Pages is comprised of three (3) sections. Vendors shall provide all information requested for Exhibit A.1 Vendor's Source Information.

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The percent price reduction shall be determined as set forth above for the non-conforming sub-lot. The quantity represented by the non-conforming sub-lot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity delivered, multiply the percent of non-conforming material contained in the stockpile by the quantity delivered, and reduce this quantity by the percent price reduction as determined.

Example: If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

$$TD \left(1 - \frac{PQ_n}{100Q_t} \right) = AP \text{ (price to be paid after adjustment)}$$

WHERE

- T = tonnage delivered
- P = percent price reduction
- D = cost per ton
- Q_n = quantity of non-conforming sub-lot(s)
- Q_t = quantity of total stockpile

If two sub-lots are non-conforming within the stockpile, calculate each separately for the adjusted payment on the quantity delivered (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage delivered (TD). If three sub-lots are non-conforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. Example:

$$(AP_1 + AP_2) - TD = \text{Final price to be paid after adjustments}$$

OR

$$(AP_1 + AP_2 + AP_3) - 2 TD = \text{Final price to be paid after adjustments}$$

WHERE:

- AP = price to be paid after initial adjustment for one non-conforming sub-lot determined by the above equation.
- T = tonnage delivered
- D = cost per ton

REQUEST FOR QUOTATION
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Vendors may bid any or all items on the Pricing Pages Schedules, Exhibit A.2 and Exhibit A.3.

3.8.1 Exhibit A.1 Vendor's Source Information:

The Vendor shall provide the information requested for Limestone, Sandstone, Gravel, Sand, Blast Furnace Slag and Steel Slag as item a) Source of Material and item b) Exact Location of Vendor's Storage Site(s).

The Vendor shall provide the information requested for Cinders as item c) Source of Material and item d) Exact Location of Vendor's Storage Site(s).

Failure to provide the required information shall disqualify this location as a source for the items being bid.

3.8.2 Exhibit A.2 Pricing Page Schedule is F.O.B. Vendor's Storage Site, Contract Items A-W and AA. If the Vendor chooses to provide pickup pricing to the WVDOH, Exhibit A.2 Pricing Page Schedule shall be completed which shall include the loading of WVDOH trucks by Vendor.

3.8.3 Exhibit A.3 Pricing Page Schedule is F.O.B. Division's Storage Site, Applicable Contract Items A-W and AA per District, per location. Contract Items X and Y from Exhibit A.1 Pricing Page Schedule shall provide the Vendor's haul costs for the first ton-mile and each additional ton mile. The Vendor shall have the capacity to deliver a minimum quantity of 300 tons per day to any designated site when directed by the WVDOH District Engineer/Manager.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. A Contract shall be awarded to all Vendors that provide the Contract Items meeting the required specifications on Exhibit A.2, Pricing Page Schedule, F.O.B. Vendor's Storage Site. Qualified vendors will be awarded a Contract on Exhibit A.3, Pricing Page Schedule, F.O.B. Division's Storage Site to establish a unit price for those locations and items for which their bid is low based on cost, per cubic yard.

Bids submitted for Exhibit A.3, Pricing Page Schedule will be evaluated by the WVDOH on the basis of cost per cubic yard F.O.B. at the designated site. Cost per cubic yard will be determined by multiplying the Vendor's per ton bid price in dollars by a "Tons per Cubic Yard Factor" which is listed in the table on the following page:

**REQUEST FOR QUOTATION
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Aggregate -- Tons per Cubic Yard Factors

Item	Type of Material (Numbers in parenthesis are pounds per cubic yard.)				
	Limestone	Sandstone	Gravel	Blast Furnace Slag	Steel Slag
Class 1, 2, 9, 10	1.46 (2920)	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.81 (3620)
AASHTO sizes No. 1 thru No. 7	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.61 (3220)
AASHTO sizes No. 8 thru No. 10	1.32 (2640)	1.32 (2640)	1.32 (2640)	1.20 (2400)	1.61 (3220)
Gabions	1.31 (2620)	1.31 (2620)	1.31 (2620)	----	----
Fine Aggregate	1.40 (2800)	1.40 (2800)	1.40 (2800)	1.36 (2720)	1.77 (3540)
Abrasives	1.36 (2720)	1.36 (2720)	1.36 (2720)	1.28 (2560)	1.75 (3500)
Rip Rap/Shot Rock	1.31 (2620)	1.31 (2620)	----	----	----

Source*	Cinders (Numbers in parenthesis are pounds per cubic yard.)				
	*In the event the bidding source is not listed, it will be necessary for the WVDOH to establish the weight per unit volume of said source prior to award.				
Albright Power Albright, WV	0.90 (1792)				
Burger Power Dilles Bottom, OH	1.29 (2579)				
Fort Martin Power Fort Martin, WV	0.94 (1883)				
Harrison Power Haywood, WV	0.95 (1900)				
John Amos Power Winfield, WV	0.82 (1631)				
Pleasants Power Plant Willow Island, WV	1.09 (2185)				
Mountaineer Power New Haven, WV	0.65 (1305)				
Bruce Mansfield Plant Shippingport, PA	1.09 (2185)				
Virginia Electric Power Mt. Storm, VA	0.79 (1585)				
Hatfield Power Masonstown, PA	0.85 (1700)				

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REQUEST FOR QUOTATION
6613C021 Stone, Aggregate and Cinders

- 4.2 Pricing Pages:** Vendor shall complete the Pricing Pages per instructions in section 3.8, Bid Instructions.

The Pricing Pages, Exhibit A.2 contains a list of the Contract Items F.O.B. Vendor's Storage Site while Exhibit A.3 contains a list of Contract Items along with estimated purchase volume F.O.B. Division's Storage Site. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

In efforts to save on time and reduce printing costs for both the Vendors and the WVDOH, any page from Exhibit A.3 that the Vendor DOES NOT submit pricing, DOES NOT need to be returned to the Division of Purchasing with that Vendor's bid documents.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:
Alan.W.Cummings@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Vendor's Storage Site:** An order specifying the WVDOH F.O.B. Vendor's Storage Site may only be issued when material for routine highway maintenance operations at various locations is to be purchased. When material is secured on an Agency Release of this nature, the WVDOH District Engineer/Manager shall take those steps necessary to assure that material is secured from the Vendor which results in the lowest cost to the WVDOH. Methodology used shall consider factors, but not limited to; bid price of material, haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional mile.

REQUEST FOR QUOTATION
6613C021 Stone, Aggregate and Cinders

- 5.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders according to the established acceptable delivery date agreed to on the order. Vendor shall deliver emergency orders within an established acceptable time frame after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. If the vendor is unable to furnish material in accordance with the established delivery schedule, the WVDOH District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to the delivery requirements.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing within five (5) days if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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REQUEST FOR QUOTATION
6613C021 Stone, Aggregate and Cinders

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANIOUS:

7.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

7.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: FRANK LUSHER
Telephone Number: 304-486-5195
Fax Number: 304-486-9060
Email Address: lusher236@hotmail.com



A.1

Vendor's Source Information

2013 Spring/Summer #6613C021

Mandatory - Vendor shall complete this schedule and return with bid documents.

Limestone, Sandstone, Gravel, Sand, Blast Furnance Slag and Steel S

Limestone:

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)

Mountain Materials.. Carter and Olive Hill, KY
Hanson Aggregates Boone Furnace, KY
Brushy Creek Stone Carter, KY
Slag: Mountain Slag Wurtland, KY AK Steel Ashland, KY
Letart Corp. Sand and Gravel Gallipolis Ferry, WV

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

Limestone

Mountain Materials Carter, KY and Olive Hill, KY
Hanson Aggregates 14011 St. Highway 9 Grayson, KY
Brushy Creek Stone Rt. 2 Carter, KY
Mountain Slag US 23 Wurtland, KY
Letart Corp. Rt. 2 Gallipolis Ferry, WV

Cinders

c) SOURCE OF MATERIAL: Name and Location of plant which produces Cinder material.

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



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A.2

F.O.B. Vendor's Storage Site (Items A-W)

If the Vendor chooses to provide pickup pricing to the WVDOH, please complete the schedule below which shall include the loading of WVDOH trucks by the Vendor.

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site				
Contract Item	Description of Material	Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate	7.75	11.00	
B	Class 2 Aggregate	7.75	11.00	
C	Class 10 Aggregate	7.75	11.00	
D	AASHTO #1 Aggregate	7.75	11.00	
E	AASHTO #3 Aggregate	7.75	11.00	
F	AASHTO #4 Aggregate	7.75	11.00	
G	AASHTO #467 Aggregate	7.75	11.00	
H	AASHTO #57 Aggregate	7.75	11.00	
I	AASHTO #67 Aggregate	11.00	11.00	
J	AASHTO #7 Aggregate		11.00	
K	AASHTO #8 Aggregate	12.00	13.00	
L	AASHTO #9 Aggregate		13.00	
M	Stone for Gabions	9.50		
N	Fine Aggregate		10.75	
OA	Limestone Standard Abrasives	4.50		
OB	Sandstone Standard Abrasives	4.50		
PA	Limestone Modified Abrasives	4.50		
PB	Sandstone Modified Abrasives	4.50		
Q	Rip Rap	10.50		
R	Shot Rock	10.50		
S	AASHTO #8 Modified		13.00	
T	AASHTO #9 Modified			
U	Pea Gravel	6.50		
V	#11 Limestone Abrasives	7.50		
W	Quarry Waste	8.50		
X	Haul by Vendor (Items A-W Except for Items Q and R):			
	1.00	\$ for First Ton-Mile		
	.15	\$ for Each Additional Ton-Mile		
Y	Haul by Vendor (Items Q and/or R only):			
	1.25	\$ for First Ton-Mile		
	.15	\$ for Each Additional Ton-Mile		
AA	Cinders (include cost of Vendor loading WVDOH trucks)			



A.3

F.O.B. Division's Storage Site - DISTRICT 1

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>BOONE COUNTY</u>						
A	Class 1	2500	Seth			
D	AASHTO #1	500	Seth		29.00	
E	AASHTO #3	1800	Seth		29.00	
G	AASHTO #467	1000	Seth		29.00	
L	AASHTO #9	1000	Seth			
OA	Limestone Std Abr.	2500	Seth	20.00		
OB	Sandstone Std Abr.	2500	Seth			
PA	Limestone Mod Abr.	2500	Seth			
PB	Sandstone Mod Abr.	2500	Seth			
S	AASHTO #8M	1500	Seth			

BOONE COUNTY

A	Class 1	10000	Rock Creek			
D	AASHTO #1	1000	Rock Creek		28.00	
E	AASHTO #3	2500	Rock Creek		28.00	
G	AASHTO #467	1000	Rock Creek			
L	AASHTO #9	1000	Rock Creek			
M	Gabion Stone	1500	Rock Creek			
N	Fine Aggregate	500	Rock Creek			
OA	Limestone Std Abr.	2500	Rock Creek	20.00		
OB	Sandstone Std Abr.	2500	Rock Creek			
PA	Limestone Mod Abr.	2500	Rock Creek			
PB	Sandstone Mod Abr.	2500	Rock Creek			
S	AASHTO #8M	2500	Rock Creek			

BOONE COUNTY

A	Class 1	2000	Clinton			
G	AASHTO #467	1000	Clinton			
L	AASHTO #9	1000	Clinton			
OA	Limestone Std Abr.	1000	Clinton			
OB	Sandstone Std Abr.	1000	Clinton			
PA	Limestone Mod Abr.	1000	Clinton			
PB	Sandstone Mod Abr.	1000	Clinton			

Exhibit Pricing Page Schedule

VENDOR NAME



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road

2013 Spring/Summer 2011

A.3

F.O.B. Division's Storage Site - DISTRICT 1

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>CLAY COUNTY</u>						
A	Class 1	3700	Maysel			
D	AASHTO #1	400	Maysel		33.00	
E	AASHTO #3	1300	Maysel		33.00	
G	AASHTO #467	3000	Maysel			
L	AASHTO #9	1000	Maysel			
M	Gabion Stone	500	Maysel			
N	Fine Aggregate	100	Maysel			
OA	Limestone Std Abr.	2500	Maysel			
OB	Sandstone Std Abr.	2500	Maysel			
PA	Limestone Mod Abr.	2500	Maysel			
PB	Sandstone Mod Abr.	2500	Maysel			
S	AASHTO #8M	3000	Maysel			

CLAY COUNTY

A	Class 1	3000	Big Otter			
E	AASHTO #3	2000	Big Otter		32.50	
G	AASHTO #467	1500	Big Otter			
S	AASHTO #8M	1500	Big Otter			

CLAY COUNTY

A	Class 1	3700	Widen Road CR 11			
E	AASHTO #3	1300	Widen Road CR 11			
G	AASHTO #467	3000	Widen Road CR 11			
L	AASHTO #9	1000	Widen Road CR 11			
M	Gabion Stone	500	Widen Road CR 11			
N	Fine Aggregate	100	Widen Road CR 11			
OA	Limestone Std Abr.	2500	Widen Road CR 11			
OB	Sandstone Std Abr.	2500	Widen Road CR 11			
PA	Limestone Mod Abr.	2500	Widen Road CR 11			
PB	Sandstone Mod Abr.	2500	Widen Road CR 11			
S	AASHTO #8M	3000	Widen Road CR 11			

Exhibit Pricing Page Schedule

VENDOR NAME



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road

Prichard, WV 25555-7510

2013 Spring/Summer #6613C021

A.3

F.O.B. Division's Storage Site - DISTRICT 1

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND-	BLAST FURNACE SLAG	STEEL SLAG
<u>KANAWHA COUNTY</u>						
A	Class 1	500	Alum Creek Corridor G			
L	AASHTO #9	1000	Alum Creek Corridor G			
N	Fine Aggregate	100	Alum Creek Corridor G		24.50	
OA	Limestone Std Abr.	2000	Alum Creek Corridor G	24.50		
OB	Sandstone Std Abr.	2000	Alum Creek Corridor G			
PA	Limestone Mod Abr.	2000	Alum Creek Corridor G			
PB	Sandstone Mod Abr.	2000	Alum Creek Corridor G			
S	AASHTO #8M	500	Alum Creek Corridor G			

KANAWHA COUNTY

A	Class 1	2500	Chelyan			
D	AASHTO #1	600	Chelyan		26.75	
E	AASHTO #3	1800	Chelyan		26.75	
G	AASHTO #467	1000	Chelyan		26.75	
L	AASHTO #9	1000	Chelyan			
M	Gabion Stone	500	Chelyan			
N	Fine Aggregate	100	Chelyan	19.00		
OA	Limestone Std Abr.	2500	Chelyan	19.00		
OB	Sandstone Std Abr.	2500	Chelyan			
PA	Limestone Mod Abr.	2500	Chelyan			
PB	Sandstone Mod Abr.	2500	Chelyan			
S	AASHTO #8M	3000	Chelyan			
U	Pea Gravel	500	Chelyan			
V	#11 Limestone Abr.	1500	Chelyan	25.75		

KANAWHA COUNTY

L	AASHTO #9	1000	North Charleston			
N	Fine Aggregate	100	North Charleston		20.75	
OA	Limestone Std Abr.	2500	North Charleston	22.00		
OB	Sandstone Std Abr.	2500	North Charleston			
PA	Limestone Mod Abr.	2500	North Charleston			
PB	Sandstone Mod Abr.	2500	North Charleston			
V	#11 Limestone Abr.	1500	North Charleston	22.00		

Exhibit Pricing Page Schedule

VENDOR NAME



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road

Prichard, WV 25555-7510
2013 Spring/Summer #6613021

A.3

F.O.B. Division's Storage Site - DISTRICT 1

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>KANAWHA COUNTY</u>						
A	Class 1	3100	Elkview			
D	AASHTO #1	600	Elkview		26.50	
E	AASHTO #3	1800	Elkview		26.50	
G	AASHTO #467	2000	Elkview		26.50	
L	AASHTO #9	1000	Elkview			
M	Gabion Stone	500	Elkview			
N	Fine Aggregate	100	Elkview			
OA	Limestone Std Abr.	2500	Elkview			
OB	Sandstone Std Abr.	2500	Elkview			
PA	Limestone Mod Abr.	2500	Elkview			
PB	Sandstone Mod Abr.	2500	Elkview			
S	AASHTO #8M	3000	Elkview			

KANAWHA COUNTY

A	Class 1	600	Rt. 119 Penn. Ave. I-64&I-77			
L	AASHTO #9	1000	Rt. 119 Penn. Ave. I-64&I-77			
N	Fine Aggregate	200	Rt. 119 Penn. Ave. I-64&I-77			
OA	Limestone Std Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77			
OB	Sandstone Std Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77			
PA	Limestone Mod Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77			
PB	Sandstone Mod Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77			

KANAWHA COUNTY

A	Class 1	3000	St. Albans	21.00		
E	AASHTO #3	1800	St. Albans	21.00		
M	Gabion Stone	500	St. Albans	22.25		
N	Fine Aggregate	100	St. Albans			
OA	Limestone Std Abr.	2500	St. Albans	17.00		
OB	Sandstone Std Abr.	2500	St. Albans			
PA	Limestone Mod Abr.	2500	St. Albans			
PB	Sandstone Mod Abr.	2500	St. Albans			
R	Shot Rock	500	St. Albans	23.25		

Exhibit Pricing Page Schedule

VENDOR NAME



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road

Prichard, WV 25555-7510

2013 Spring/Summer #6613C021

A.3

F.O.B. Division's Storage Site - DISTRICT 1

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>JACKSON COUNTY</u>						
A	Class 1	600	Haynes Branch I-77			
D	AASHTO #1	1000	Haynes Branch I-77		28.00	
E	AASHTO #3	1000	Haynes Branch I-77		28.00	
L	AASHTO #9	1000	Haynes Branch I-77			
N	Fine Aggregate	200	Haynes Branch I-77			
OA	Limestone Std Abr.	2500	Haynes Branch I-77			
OB	Sandstone Std Abr.	2500	Haynes Branch I-77			
PA	Limestone Mod Abr.	2500	Haynes Branch I-77			
PB	Sandstone Mod Abr.	2500	Haynes Branch I-77			
S	AASHTO #8M	800	Haynes Branch I-77			

MASON COUNTY

A	Class 1	3000	Glenwood	19.50		
D	AASHTO #1	500	Glenwood			
E	AASHTO #3	1500	Glenwood	19.50		
G	AASHTO #467	1000	Glenwood	20.25		
M	Gabion Stone	1000	Glenwood	21.75		
PA	Limestone Mod Abr.	2500	Glenwood			
PB	Sandstone Mod Abr.	2500	Glenwood			
S	AASHTO #8M	5000	Glenwood			

MASON COUNTY

A	Class 1	3000	Lakin			
D	AASHTO #1	500	Lakin		28.50	
E	AASHTO #3	1500	Lakin		28.50	
G	AASHTO #467	1000	Lakin			
M	Gabion Stone	1000	Lakin			
S	AASHTO #8M	5000	Lakin			

MASON COUNTY

L	AASHTO #9	1000	Point Pleasant			
N	Fine Aggregate	100	Point Pleasant		22.50	
OA	Limestone Std Abr.	2500	Point Pleasant			
OB	Sandstone Std Abr.	2500	Point Pleasant			
PA	Limestone Mod Abr.	2500	Point Pleasant			
PB	Sandstone Mod Abr.	2500	Point Pleasant			



A.3

F.O.B. Division's Storage Site - DISTRICT 1

2013 Spring/Summer #6613C021

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PUTNAM COUNTY</u>						
A	Class 1	5000	Hurricane Lot	18.25		
D	AASHTO #1	1200	Hurricane Lot		22.25	
E	AASHTO #3	1500	Hurricane Lot	18.75		
G	AASHTO #467	1000	Hurricane Lot			
L	AASHTO #9	1000	Hurricane Lot			
OA	Limestone Std Abr.	2500	Hurricane Lot			
OB	Sandstone Std Abr.	2500	Hurricane Lot			
PA	Limestone Mod Abr.	2500	Hurricane Lot			
PB	Sandstone Mod Abr.	2500	Hurricane Lot			
S	AASHTO #8M	3000	Hurricane Lot		25.50	

PUTNAM COUNTY

A	Class 1	3000	Red House			
D	AASHTO #1	1200	Red House			
E	AASHTO #3	2000	Red House			
G	AASHTO #467	1000	Red House			
L	AASHTO #9	1000	Red House			
N	Fine Aggregate	1000	Red House			
OA	Limestone Std Abr.	1000	Red House			
OB	Sandstone Std Abr.	1000	Red House			
PA	Limestone Mod Abr.	2500	Red House			
PB	Sandstone Mod Abr.	2500	Red House			
S	AASHTO #8M	5000	Red House			

PUTNAM COUNTY

A	Class 1	60	Scary			
L	AASHTO #9	1000	Scary			
N	Fine Aggregate	200	Scary		23.50	
OA	Limestone Std Abr.	2500	Scary			
OB	Sandstone Std Abr.	2500	Scary			
PA	Limestone Mod Abr.	2500	Scary			
PB	Sandstone Mod Abr.	2500	Scary			
S	AASHTO #8M	800	Scary		28.00	

Exhibit Pricing Page Schedule

VENDOR NAME



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road

Prichard, WV 25555-7510

2013 Spring/Summer #6613C021

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A.3

F.O.B. Division's Storage Site - DISTRICT 1

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>ROANE COUNTY</u>						
A	Class 1	600	Amma I-79			
D	AASHTO #1	500	Amma I-79			
E	AASHTO #3	500	Amma I-79			
G	AASHTO #467	500	Amma I-79			
L	AASHTO #9	1000	Amma I-79			
N	Fine Aggregate	200	Amma I-79			
OA	Limestone Std Abr.	2500	Amma I-79			
OB	Sandstone Std Abr.	2500	Amma I-79			
PA	Limestone Mod Abr.	2500	Amma I-79			
PB	Sandstone Mod Abr.	2500	Amma I-79			
S	AASHTO #8M	800	Amma I-79			



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A.3

F.O.B. Division's Storage Site - DISTRICT 2

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>CABELL COUNTY</u>						
A	Class 1	6000	Barboursville Lot	15.49		
E	AASHTO #3	1000	Barboursville Lot	15.74	19.25	
G	AASHTO #467	1000	Barboursville Lot	15.74	19.25	
H	AASHTO #57	5000	Barboursville Lot	15.74	19.25	
I	AASHTO #67	500	Barboursville Lot	18.74		
K	AASHTO #8	2500	Barboursville Lot	20.50		
L	AASHTO #9	1000	Barboursville Lot	20.50		
M	Gabion Stone	1000	Barboursville Lot	16.30		
OA	Limestone Std Abr.	2000	Barboursville Lot	14.50		
OB	Sandstone Std Abr.	2000	Barboursville Lot			
PA	Limestone Mod Abr.	500	Barboursville Lot			
PB	Sandstone Mod Abr.	500	Barboursville Lot			
Q	Rip Rap	2000	Barboursville Lot	18.90		
R	Shot Rock	1000	Barboursville Lot	18.90		
V	#11 Limestone Abr.	3000	Barboursville Lot	15.99		

LINCOLN COUNTY

A	Class 1	1000	Harts	20.99		
B	Class 2	500	Harts	20.74		
E	AASHTO #3	500	Harts	21.24	23.50	
H	AASHTO #57	500	Harts	21.24	23.50	
K	AASHTO #8	1000	Harts	25.74		
M	Gabion Stone	1000	Harts	21.99		
OA	Limestone Std Abr.	1000	Harts	19.00		
OB	Sandstone Std Abr.	1000	Harts			
Q	Rip Rap	500	Harts	23.50		
R	Shot Rock	1000	Harts	23.50		
V	#11 Limestone Abr.	1000	Harts	21.49		

LINCOLN COUNTY

A	Class 1	5000	West Hamlin	18.24		
B	Class 2	1000	West Hamlin	18.04		
E	AASHTO #3	1500	West Hamlin	18.00	21.00	
H	AASHTO #57	2000	West Hamlin	18.00	21.00	
I	AASHTO #67	1000	West Hamlin	21.50	21.00	
K	AASHTO #8	2000	West Hamlin	22.50		
M	Gabion Stone	1500	West Hamlin	19.25		
OA	Limestone Std Abr.	1000	West Hamlin	16.00		
OB	Sandstone Std Abr.	1000	West Hamlin			
Q	Rip Rap	2000	West Hamlin	20.25		
R	Shot Rock	1000	West Hamlin	20.25		
V	#11 Limestone Abr.	2000	West Hamlin	18.25		



A.3

F.O.B. Division's Storage Site - DISTRICT 2

23

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (S/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>LINCOLN COUNTY</u>						
A	Class 1	2000	Yawkey	20.00		
B	Class 2	500	Yawkey	20.00		
E	AASHTO #3	2000	Yawkey	20.00	24.00	
H	AASHTO #57	1000	Yawkey	20.00	24.00	
K	AASHTO #8	2000	Yawkey	25.50		
M	Gabion Stone	500	Yawkey	21.00		
OA	Limestone Std Abr.	1000	Yawkey	19.00		
OB	Sandstone Std Abr.	1000	Yawkey			
Q	Rip Rap	500	Yawkey	22.00		
R	Shot Rock	1000	Yawkey	22.00		
V	#11 Limestone Abr.	1000	Yawkey	21.00		

LOGAN COUNTY

A	Class 1	2000	Chapmanville Corr. G	23.99		
D	AASHTO #1	1000	Chapmanville Corr. G	23.99		
E	AASHTO #3	500	Chapmanville Corr. G	23.99		
K	AASHTO #8	1500	Chapmanville Corr. G	28.25		
M	Gabion Stone	1000	Chapmanville Corr. G			
OA	Limestone Std Abr.	1000	Chapmanville Corr. G	22.00		
OB	Sandstone Std Abr.	1000	Chapmanville Corr. G			
PA	Limestone Mod Abr.	500	Chapmanville Corr. G			
PB	Sandstone Mod Abr.	500	Chapmanville Corr. G			
R	Shot Rock	1000	Chapmanville Corr. G			
V	#11 Limestone Abr.	3000	Chapmanville Corr. G	23.99		

LOGAN COUNTY

A	Class 1	1000	Man	29.00		
D	AASHTO #1	1000	Man		32.50	
E	AASHTO #3	500	Man		32.50	
H	AASHTO #57	500	Man	29.00	32.50	
K	AASHTO #8	2000	Man			
M	Gabion Stone	1000	Man			
OA	Limestone Std Abr.	1000	Man	26.00		
OB	Sandstone Std Abr.	1000	Man			
PA	Limestone Mod Abr.	500	Man			
PB	Sandstone Mod Abr.	500	Man			
R	Shot Rock	1000	Man			
V	#11 Limestone Abr.	1000	Man	31.00		



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road
Prichard, WV 25555-7510
2013 Spring/Summer #6613C021

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Exhibit Pricing Page Schedule
A.3

VENDOR NAME

F.O.B. Division's Storage Site - DISTRICT 2

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>LOGAN COUNTY</u>						
A	Class 1	5000	Wilkinson	27.00		
D	AASHTO #1	1000	Wilkinson	27.00	29.00	
E	AASHTO #3	1000	Wilkinson	27.00	29.00	
H	AASHTO #57	1000	Wilkinson	27.00	29.00	
K	AASHTO #8	2000	Wilkinson			
M	Gabion Stone	1500	Wilkinson			
OA	Limestone Std Abr.	2000	Wilkinson	25.00		
OB	Sandstone Std Abr.	2000	Wilkinson			
PA	Limestone Mod Abr.	500	Wilkinson			
PB	Sandstone Mod Abr.	500	Wilkinson			
R	Shot Rock	1500	Wilkinson			
V	#11 Limestone Abr.	2000	Wilkinson	26.50		

MINGO COUNTY

A	Class 1	1000	Gilbert			
D	AASHTO #1	1000	Gilbert	31.00	32.00	
E	AASHTO #3	500	Gilbert	31.00	32.00	
H	AASHTO #57	500	Gilbert	31.00	32.00	
K	AASHTO #8	500	Gilbert			
M	Gabion Stone	1000	Gilbert			
OA	Limestone Std Abr.	200	Gilbert	25.00		
OB	Sandstone Std Abr.	200	Gilbert			
PA	Limestone Mod Abr.	200	Gilbert			
PB	Sandstone Mod Abr.	200	Gilbert			
R	Shot Rock	500	Gilbert			
V	#11 Limestone Abr.	1000	Gilbert	30.00		

MINGO COUNTY

A	Class 1	5000	Miller Creek	24.00		
D	AASHTO #1	500	Miller Creek	24.00	27.50	
E	AASHTO #3	1000	Miller Creek	24.00	27.50	
H	AASHTO #57	1000	Miller Creek	24.00	27.50	
K	AASHTO #8	1500	Miller Creek			
M	Gabion Stone	800	Miller Creek			
OA	Limestone Std Abr.	2000	Miller Creek	24.00		
OB	Sandstone Std Abr.	2000	Miller Creek			
PA	Limestone Mod Abr.	500	Miller Creek			
PB	Sandstone Mod Abr.	500	Miller Creek			
R	Shot Rock	1000	Miller Creek			
V	#11 Limestone Abr.	3000	Miller Creek	24.00		

Exhibit Pricing Page Schedule
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VENDOR NAME



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road
Pritchard, WV 25555-7510
2013 Spring/Summer #6613C021

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F.O.B. Division's Storage Site - DISTRICT 2

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>WAYNE COUNTY</u>						
A	Class 1	2000	Crum	19.19		
E	AASHTO #3	2000	Crum	19.19	23.00	
G	AASHTO #467	2000	Crum	19.19	23.00	
H	AASHTO #57	2000	Crum	19.19	23.00	
I	AASHTO #67	2000	Crum	22.45	23.00	
K	AASHTO #8	2000	Crum	23.30		
M	Gabion Stone	1000	Crum	19.90		
OA	Limestone Std Abr.	1000	Crum	15.50		
OB	Sandstone Std Abr.	1000	Crum			
PA	Limestone Mod Abr.	500	Crum			
PB	Sandstone Mod Abr.	500	Crum			
R	Shot Rock	1000	Crum	21.99		
S	AASHTO #8M	1000	Crum		25.00	
V	#11 Limestone Abr.	1000	Crum	19.24		

WAYNE COUNTY

A	Class 1	2000	Pritchard	14.98		
E	AASHTO #3	1000	Pritchard	14.98	19.00	
G	AASHTO #467	1000	Pritchard	14.98	19.00	
H	AASHTO #57	2000	Pritchard	14.98	19.00	
I	AASHTO #67	2000	Pritchard	18.15	19.00	
K	AASHTO #8	2000	Pritchard	19.50		
M	Gabion Stone	3000	Pritchard	16.76		
OA	Limestone Std Abr.	2000	Pritchard	13.00		
OB	Sandstone Std Abr.	2000	Pritchard			
PA	Limestone Mod Abr.	500	Pritchard			
PB	Sandstone Mod Abr.	500	Pritchard			
R	Shot Rock	1000	Pritchard	18.50		
S	AASHTO #8M	1000	Pritchard		21.50	
V	#11 Limestone Abr.	2000	Pritchard	15.00		

Exhibit Pricing Page Schedule
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VENDOR NAME _____



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road

Richmond, WY 25555-7510
2013 Spring/Summer #0613C021

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F.O.B. Division's Storage Site - DISTRICT 2

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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WAYNE COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	9000	Wayne	16.19		
B	Class 2	8000	Wayne	16.24		
E	AASHTO #3	1000	Wayne	16.24	20.00	
G	AASHTO #467	2000	Wayne	16.24	20.00	
H	AASHTO #57	5000	Wayne	16.24	20.00	
I	AASHTO #67	2000	Wayne	19.45	21.50	
K	AASHTO #8	3000	Wayne	21.00	22.00	
M	Gabion Stone	1000	Wayne	16.84		
OA	Limestone Std Abr.	2000	Wayne	14.50		
OB	Sandstone Std Abr.	2000	Wayne			
PA	Limestone Mod Abr.	200	Wayne			
PB	Sandstone Mod Abr.	200	Wayne			
Q	Rip Rap	1500	Wayne	19.15		
R	Shot Rock	500	Wayne	19.15		
S	AASHTO #8M	2000	Wayne		22.00	
V	#11 Limestone Abr.	2000	Wayne	16.50		

Exhibit Pricing Page Schedule
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VENDOR NAME



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road
Prichard, WV 25555-7510
2013 Spring/Summer #6613C021

F.O.B. Division's Storage Site - DISTRICT 2

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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CABELL COUNTY

LIMESTONE ONLY

E	AASHTO #3	Limestone	1000	Barboursville	15.74
H	AASHTO #57	Limestone	5000	Barboursville	15.74
I	AASHTO #67	Limestone	500	Barboursville	18.74

LINCOLN COUNTY

E	AASHTO #3	Limestone	500	Harts	21.24
H	AASHTO #57	Limestone	500	Harts	21.24

LINCOLN COUNTY

E	AASHTO #3	Limestone	1500	West Hamlin	18.00
H	AASHTO #57	Limestone	2000	West Hamlin	18.00
I	AASHTO #67	Limestone	1000	West Hamlin	21.50

LINCOLN COUNTY

E	AASHTO #3	Limestone	2000	Yawkey	20.00
H	AASHTO #57	Limestone	1000	Yawkey	20.00

LOGAN COUNTY

D	AASHTO #1	Limestone	1000	Chapmanville Corr. G	23.99
E	AASHTO #3	Limestone	500	Chapmanville Corr. G	23.99

LOGAN COUNTY

H	AASHTO #57	Limestone	500	Man	29.00
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LOGAN COUNTY

D	AASHTO #1	Limestone	1000	Wilkinson	27.00
E	AASHTO #3	Limestone	1000	Wilkinson	27.00
H	AASHTO #57	Limestone	1000	Wilkinson	27.00

Exhibit Pricing Page Schedule
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VENDOR NAME



LUSHER TRUCKING COMPANY, INC.

70 Davis Branch Road
Pritchard, WV 25555-7510
2013 Spring/Summer #6613C021

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F.O.B. Division's Storage Site - DISTRICT 2

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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MINGO COUNTY

LIMESTONE ONLY

D	AASHTO #1	Limestone	1000	Gilbert	31.00
E	AASHTO #3	Limestone	500	Gilbert	31.00
H	AASHTO #57	Limestone	500	Gilbert	31.00

MINGO COUNTY

D	AASHTO #1	Limestone	500	Miller Creek	24.00
E	AASHTO #3	Limestone	1000	Miller Creek	24.00
H	AASHTO #57	Limestone	1000	Miller Creek	24.00

WAYNE COUNTY

E	AASHTO #3	Limestone	2000	Crum	19.19
H	AASHTO #57	Limestone	2000	Crum	19.19
I	AASHTO #67	Limestone	2000	Crum	22.45

WAYNE COUNTY

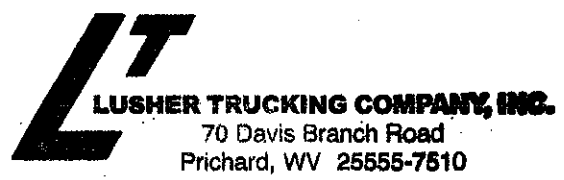
E	AASHTO #3	Limestone	1000	Pritchard	14.98
H	AASHTO #57	Limestone	2000	Pritchard	14.98
I	AASHTO #67	Limestone	2000	Pritchard	18.15

WAYNE COUNTY

E	AASHTO #3	Limestone	1000	Wayne	16.24
H	AASHTO #57	Limestone	5000	Wayne	16.24
I	AASHTO #67	Limestone	2000	Wayne	19.45

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.



(Company)

Frank W. Lusher

(Authorized Signature)

President

(Representative Name, Title)

304-486-5195 *304-486-9060*

(Phone Number) (Fax Number)

2-12-2013

(Date)

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

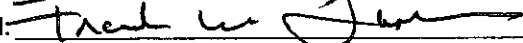
- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Lusher Trucking Co., Inc.

Signed: 

Date: 2/12/13

Title: President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____
Authorized Signature: Frank W. [Signature] Date: 2-13-2013

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 13 day of February, 2013.

My Commission expires September 15, 2019, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)



NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.