



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
667C0017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

PROPERTY

*709021131 614-373-7441
 SMITH CONCRETE COMPANY
 PO BOX 356
 MARIETTA OH 45750

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/17/2006				

BID OPENING DATE: **01/10/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	CY		750-70		
<p>READY MIX PORTLAND CEMENT CONCRETE</p> <p>OPEN-END CONTRACT</p> <p>TO FURNISH AND DELIVER ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO PROVIDE THE WEST VIRGINIA DIVISION OF HIGHWAYS REQUIREMENTS FOR READY MIXED PORTLAND CEMENT CONCRETE AND CONTROLLED LOW-STRENGTH MATERIAL (CLSM) TO BE USED IN DISTRICTS ONE THROUGH TEN.</p> <p>SEE ATTACHED</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>J. Ross Snyder</i>	740-373-7441	1-4-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
V.P.	31-1574851	

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



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<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) 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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO 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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Ross Snyder</i>	TELEPHONE	DATE 1-4-07
TITLE V.P.	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND</p>						

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<p>HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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 () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *J. Ross Smiley* TELEPHONE: DATE: 1-4-07

TITLE: J.P. FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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</p>						

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SIGNATURE: *J. Ross* TELEPHONE: DATE: 1-4-07

TITLE: J.P. ADDRESS CHANGES TO BE NOTED ABOVE

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TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: ----- * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) 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:						

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SIGNATURE <i>J. Ross Snyder</i>	TELEPHONE	DATE 1-4-07
TITLE V.P.	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:				33-----		
RFQ. NO.:				667C0017-----		
BID OPENING DATE AND TIME:				-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				740-373-7446-----		
CONTACT PERSON (PLEASE PRINT CLEARLY):				Ross Snyder-----		
***** THIS IS THE END OF RFQ 667C0017 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *A. Ross Snyder* TELEPHONE: DATE: **1-4-07**

TITLE: **V.P.** ADDRESS CHANGES TO BE NOTED ABOVE

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as modified by the current 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, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

Section 601.7 is amended as follows:

DELETE THE SECOND AND THIRD PARAGRAPHS AND SUBSTITUTE THE FOLLOWING:

Concrete may be made by volumetric batching and continuous mixing (concrete mobile) as designated in AASHTO M241, except as otherwise specified herein.

When a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharge shall be completed within 1 1/2 hours after the addition of the cement to the aggregates. Each batch of concrete delivered at the job site shall be accompanied by a batch ticket (ST-17) bearing complete batching information. In adverse weather or under other conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85° F. or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed one hour. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within one hour after the cement has been added to the aggregate.

The addition of water after completion of initial mixing will not be permitted, except that when concrete is delivered in truck mixers additional water may be added to adjust to a specified consistency. In this event, a minimum of 20 additional revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete. The maximum allowable number of revolutions at mixing speed shall not be exceeded in total mixing; and the maximum allowable time between the addition of the cement to the aggregates and the discharge of the batch shall not be exceeded. Concrete that is not within the specified consistency limits at the time of placement shall not be used.

Section 601.9.2 is amended as follows:

IN THE FIRST SENTENCE OF THE THIRD PARAGRAPH, CHANGE "45 minutes" to "one hour."

The terms "Contractor" and "Vendor" used in the above specifications or this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000 and the current Supplemental Specifications may be obtained from:

West Virginia Division of Highways
 Contract Administration Division
 1900 Kanawha Blvd., East
 Building 5, Room A-729
 Charleston, West Virginia 25305

2. BIDDING INSTRUCTIONS

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause to reject bids.

If a Vendor is bidding materials from more than one plant, a set of bid schedules with all required information shall be provided for each source.

3. DETERMINING LOW BID

State Contract Purchase Orders (SCO) for individual projects will be based on the lowest overall total cost of the material (Items A through I) plus the haul cost (Item L) plus any additional charges (Items J, K, M, N and O).

The haul distances allowed for Item L will be over suitable routes selected by the District Engineer and shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges. If a Vendor inserts prices for both options of Item I, Additional Haul, the Division will calculate payment under this item using the option that will result in the least expense to the Division.

4. CONTRACT AWARD

All qualified Vendors who submit a valid bid will be awarded a contract for those items bid.

The Division will only buy concrete and controlled low-strength material (CLSM) produced in a certified plant. Therefore, State Contract Orders (SCO'S) will only be issued to Vendors with a certified plant. Bids submitted from Vendors whose plant is not certified will be considered valid, but SCO's will not be issued to a Vendor until such time as his plant becomes certified.

If the Vendor's plant certification expires during the life of this contract, SCO's will not be issued for concrete and controlled low-strength material (CLSM) from that plant until such time as the plant's certification is renewed.

In the event a Contractor fails to conform to the requirements set out in this contract document, the State Contract Purchase Order or the governing specifications, the SCO may be canceled and reissued to the next low bidder.

5. MATERIAL TESTING

The Vendor will conduct all tests required by the specifications to be performed at the plant. Any job site testing required by the specifications will be performed by the Division.

6. ACCEPTANCE PLAN

Material failing to comply with the quality requirements will not be accepted, and will be returned at the Vendor's expense.

7. DELIVERY

The unit Bid Price quoted for Concrete and Controlled Low-Strength Material (CLSM) Items A through I shall include delivery within five (5) miles of the Vendor's Plant.

8. TEMPERATURE CONTROL

The Vendor is required to meet the temperature requirements as set forth in the Standard Specifications.

9. ADMIXTURES

All concrete shall be air-entrained. The cost of the air-entraining agent shall be included in the Unit Bid Price of the concrete and no additional charge for air-entraining agent will be allowed under Item J, Admixture.

10. VENDOR'S INVOICE

Vendor's invoices must be submitted in original and one copy and contain the following:

- a. Division of Highways State Contract Order (SCO) Number and this Contract Number.

- b. Total quantity and unit price with all additional charges itemized, and the total cost for the material furnished.

Note: Under no circumstance will the West Virginia Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the SCO.

NOTE: VENDOR SHOULD TYPE BIDDING SCHEDULES

11. BIDDING SCHEDULE

Unit Bid Price for Items A through I, to include delivery within five (5) miles of Vendor's Plant.

ORDER SIZE IN CUBIC YARDS

DISTRICT 3

PRICE PER CUBIC YARD

Item No.	<u>2-2.99CY</u>	<u>3-3.99CY</u>	<u>4-4.99CY</u>	<u>5 CY & Over</u>
A. Class A Concrete,	_____/CY	_____/CY	_____/CY	_____/CY
B. Class B Concrete,	<u>93.00</u> /CY	<u>93.00</u> /CY	<u>93.00</u> /CY	<u>93.00</u> /CY
C. Class C Concrete,	_____/CY	_____/CY	_____/CY	_____/CY
D. Class D Concrete,	_____/CY	_____/CY	_____/CY	_____/CY
E. Class K Concrete,	<u>98.00</u> /CY	<u>98.00</u> /CY	<u>98.00</u> /CY	<u>98.00</u> /CY
F. Modified Class K Concrete, 8-1/2 Bag Mix, Siliceous Sand	_____/CY	_____/CY	_____/CY	_____/CY
G. CLSM Type A	<u>71.00</u> /CY	<u>71.00</u> /CY	<u>71.00</u> /CY	<u>71.00</u> /CY
H. CLSM Type B	<u>71.00</u> /CY	<u>71.00</u> /CY	<u>71.00</u> /CY	<u>71.00</u> /CY
I. CLSM Type C	_____/CY	_____/CY	_____/CY	_____/CY
J. Will Class B Concrete supplied at prices quoted above contain limestone sand?			<u> NO </u>	
If so, state additional charge to provide Class B Concrete using siliceous sand			<u> N/A </u> /CY	
K. Charge per bag for increased cement content above the target value.			<u> 5.00 </u> /CY	
L. Additional Haul: Vendor may bid either or both options; however, the Division of Highways will select the most cost effective option.				
				Option A \$ <u> 3.50 </u> per cubic yard per mile
				Option B \$ _____ per truck load per mile

11. BIDDING SCHEDULE (continued) DISTRICT 3

M. Admixture, per cubic yard

1)	Water-reducing set retarder	\$ 2.00	CY
2)	Water reducer	\$ <u>N/C</u>	CY
3)	Calcium chloride based accelerator (HE-122 or approved equal	\$ 5.00	OZ
4)	Non-calcium chloride based accelerator (Darex Set Accelerator or approved equal	\$6.00	OZ
5)	Super plasticizer (Eucon 37 or approved equal	\$ 5.00	CY
6)	Fiber	\$ 6.00	CY
7)	Heated Concrete	\$ 3.00	CY
8)	Ice	\$.16	per pound

N. Due to time constraints, the cement may have to be added to the transit mixer at the project site using Division personnel. Please state any additional charges as follows:

- 1) Cement provided and transported to project site by vendor \$separate bid /CY
- 2) Cement provided by vendor and transported from Vendor's plant to project site by Division \$separate bid /C

O. Penalty Charge for unloading time in excess of ten (10) minutes per cubic yard. \$ None per truck minute

Plant Location SR 618, Belpre, OH 45714
26650 SR 7, Marietta, OH 45750

A F F I D A V I T

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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Smith Concrete a div. of Shelly Materials

Authorized Signature:  Date: 1-4-07