



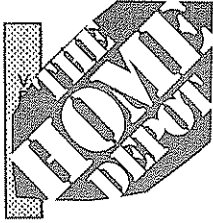
State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for  
 Quotation**

RFO NUMBER  
 109C0073

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 MICHAEL AUSTIN  
 304-658-2402



100 Cross Terrace Blvd.  
 S. Charleston, WV 25309

S H I P T O

DIVISION OF HIGHWAYS  
 DISTRICT TEN

270 HARDWOOD LANE  
 PRINCETON, WV  
 24740

304-487-5243

DATE PRINTED 10/08/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 10/22/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				540-10		
BRIDGE LUMBER						
OPEN END CONTRACT						
TO PROVIDE PINE BRIDGE LUMBER (S4S) AND OAK BRIDGE LUMBER TO STORAGE LOTS IN DISTRICT 10 LOCATED IN PRINCETON, SKELTON, PINEVILLE AND HAVACO FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
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.						
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.						
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)						

RECEIVED  
 2008 OCT 22 A 11:40  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bill Bueckelover</i>	TELEPHONE 304-746-1402	DATE 10-21-08
TITLE PRO SALES	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 MICHAEL AUSTIN  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT TEN  
 270 HARDWOOD LANE  
 PRINCETON, WV  
 24740 304-487-5243

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/08/2008				

BID OPENING DATE: 10/22/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 SERVICES 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 MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY

TYPE NAME/ADDRESS HERE

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10/08/2008				

BID OPENING DATE: 10/22/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 2	.....					
NO. 3	.....					
NO. 4	.....					
NO. 5	.....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Bill Buckalew</i>            SIGNATURE  <i>HOME DEPOT 4802</i>            COMPANY  <i>10-21-08</i>            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bill Buckalew</i>	TELEPHONE 304-746-1402	DATE 10-21-08
TITLE PRO SALES	ADDRESS CHANGES TO BE NOTED ABOVE	

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**Request for Quotation**

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 109C0073

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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 304-558-2402

SUBJECT

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/08/2008				

BID OPENING DATE: 10/22/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	LOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: 33 RFQ. NO.: 109C0073  BID OPENING DATE: ----- BID OPENING TIME: -----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 1-304-746-1423 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- BILL BUCKALEW -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bill Buckalew</i>	TELEPHONE 304-746-1402	DATE 10-21-08
TITLE PRO SALES	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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10/08/2008				

BID OPENING DATE: 10/22/2008 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 109C0073 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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Item No.	Quantity	Description	Unit Price	Amount
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## PINE BRIDGE LUMBER (S4S) TREATED

1.	200	EA., 2" X 6" X 12'	9.79	1958. <sup>00</sup>
2.	500	EA., 2" X 6" X 14'	11.70	5850. <sup>00</sup>
3.	500	EA., 2" X 6" X 16'	13.59	6795. <sup>00</sup>
4.	200	EA., 2" X 6" X 18'	15.66	3132. <sup>00</sup>
5.	200	EA., 2" X 6" X 20'	20.67	4134. <sup>00</sup>

} 180 Pc UNIT  
#1 DENSE  
OR  
BETTER

## OAK BRIDGE LUMBER (ROUGH SAWED)

6.	300	EA., 3" X 8" X 12'	26.11	7833. <sup>00</sup>
7.	300	EA., 3" X 8" X 14'	30.46	9138. <sup>00</sup>
8.	500	EA., 3" X 8" X 16'	34.81	17,405. <sup>00</sup>
9.	100	EA., 3" X 8" X 18' NOT AVAILABLE	—	—

TOTAL

\$ 56,245.<sup>00</sup>5 DELIVERYS 59.<sup>00</sup> EACH295.<sup>00</sup>56,540.<sup>00</sup>



**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: HOME DEPOT 4802 Signed: Bill Buckalaw  
 Date: 10-21-08 Title: PRO SALES

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

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**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](http://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 is in compliance with the requirements as stated.

Vendor's Name: HOME DEPOT 4802

Authorized Signature: Bill Buckalaco Date: 10-21-08

# U1-07 AMERICAN WOOD-PRESERVERS' ASSOCIATION STANDARD

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## USE CATEGORY SYSTEM: USER SPECIFICATION FOR TREATED WOOD

Jurisdiction: AWWPA Subcommittees T-1, T-2, T-3, T-4, T-7, T-8, T-7-T-9, and T-10

Adopted in 1999, amended in 2000, 2001, 2002, 2003, 2004, 2005, 2006, and 2007.

This Standard was developed by AWWPA's Technical Committees in an open, consensus-based process. Any modifications, deviations, or exceptions to this Standard invalidate any references to this Standard and nullifies any statements of compliance with this Standard.

**IMPORTANT:** Wood processing and treated wood are regulated by a number of organizations in addition to AWWPA (e.g., U.S. EPA, state or local governments). The existence of AWWPA Standards for treated products does not imply that all other regulatory bodies recognize or permit the use of the particular combination of preservatives, processes, and/or wood species listed in the AWWPA Standards.

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Introduction to the Use Category System</li> <li>2. Service Conditions for Use Category Designations</li> <li>3. Guide to Commodity Specifications for Treated Wood End Uses</li> <li>4. Standardized Preservatives</li> <li>5. Standardized Wood Species</li> <li>6. Commodity Specifications:             <ol style="list-style-type: none"> <li>A. Sawn Products</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>B. Posts</li> <li>C. Cross-ties and Switch-ties</li> <li>D. Poles</li> <li>E. Round Timber Piling</li> <li>F. Wood Composites</li> <li>G. Marine (Salt Water) Applications</li> <li>H. Fire Retardants</li> <li>I. Nonpressure Applications</li> </ol> |
|--|---|

## SECTION 1: INTRODUCTION TO THE USE CATEGORY SYSTEM

The Use Category System (UCS) of the American Wood-Preservers' Association (AWPA) designates what preservative systems and retentions have been determined to be effective in protecting wood products under specified exposure conditions.

The strength of the UCS and its focus is that all wood uses can be placed into one of five major Use Categories that clearly describe the exposure conditions that specific wood products can be subjected to in service. The major Use Categories are further broken down into sub-categories to define the associated degree of biodegradation hazard and product service life expectations for specific products and exposure conditions. In addition to the five Use Categories for biodegradation, there is a sixth and separate Use Category for fire retardant applications. The Use Category designations are described in detail in Section 2 below.

The Use Category system is designed to help specifiers and product users locate the appropriate AWWPA Standards that provide listing of preservatives deemed acceptable for specific products and end-use environments.

The user of the AWWPA Standard U1 should first become familiar with the major differences between the Use Categories and the expected service conditions as described in Section 2. This information is then used in conjunction with Section 3: Guide to Treated Wood End Uses to determine the specific Commodity Specification of the Standard that lists the appropriate preservative requirements for that use.

When purchasing under the Use Category System, material orders should include the specific commodity, Use Category

designation, Standard U1 Commodity Specification, wood species, preservative and any special requirements such as pre- or post-treatment preparations (including conditioning and drying).

Wherever practicable, material should be manufactured in its final form prior to treatment to eliminate the necessity for subsequent cutting or boring of the treated wood.

Risk assessment documents and models have been developed by the Western Wood Preservers' Institute for the use of CCA, ACZA, Creosote, Pentachlorophenol and ACO treated wood in aquatic environments. Projects calling for large volumes of treated wood immersed in (i.e., below the splash zone) poorly circulating bodies of water should be evaluated on an individual basis using risk assessment procedures.

There are a number of other AWWPA Standards that complement Standard U1 for wood treated with preservative systems. These include:

Standard T1: Use Category System: Processing and Treatment Standard, that governs the preservative retention and penetration requirements, processing limitations, quality control and inspection requirements for treated wood.

Miscellaneous (M) Standards for Quality control and inspection items.

Analytical (A) Standards to determine conformance of preservative systems, penetration, and retention.

Refer to the Introduction to this *Book of Standards* at the front of this edition for additional information.

U1-07

USE CATEGORY SYSTEM: USER-SPECIFICATION FOR TREATED WOOD

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TABLE 2-1: SERVICE CONDITIONS FOR USE CATEGORY DESIGNATIONS

USE CATEGORY	SERVICE CONDITIONS	USE ENVIRONMENT	COMMON AGENTS OF DETERIORATION	TYPICAL APPLICATIONS
UC1	Interior construction Above Ground Dry	Continuously protected from weather or other sources of moisture	Insects only	Interior construction and furnishings
UC2	Interior construction Above Ground Damp	Protected from weather, but may be subject to sources of moisture	Decay fungi and insects	Interior construction
UC3A	Exterior construction Above Ground Coated & rapid water runoff	Exposed to all weather cycles, not exposed to prolonged wetting	Decay fungi and insects	Coated millwork, siding and trim
UC3B	Exterior construction Above Ground Uncoated or poor water run-off	Exposed to all weather cycles including prolonged wetting	Decay fungi and insects	Decking, deck joints, railings, fence pickets, uncoated millwork
UC4 -40 CCA	Ground Contact or Fresh Water Non-critical components	Exposed to all weather cycles, normal exposure conditions	Decay fungi and insects	Fence, deck, and guardrail posts, crossies & utility poles (low decay areas)
* UC4B .60 CCA	Ground Contact or Fresh Water Critical components or difficult replacement	Exposed to all weather cycles, high decay potential includes salt water splash	Decay fungi and insects with increased potential for biodeterioration	Permanent wood foundations, building poles, horticultural posts, crossies & utility poles (high decay areas)
UC4C	Ground Contact or Fresh Water Critical structural components	Exposed to all weather cycles, severe environmental extreme decay potential	Decay fungi and insects with extreme potential for biodeterioration	Land & Freshwater piling, Sensational piling, crossies & utility poles (severe decay areas)
UC5A	Salt or brackish water and adjacent mud zone Northern waters	Continuous marine exposure (salt water)	Salt water organisms	Piling, bulkheads, bracing
UC5B	Salt or brackish water and adjacent mud zone N to CA, south of San Francisco	Continuous marine exposure (salt water)	Salt water organisms including creosote tolerant <i>Leptothorax trilineatus</i>	Piling, bulkheads, bracing
UC5C	Salt or brackish water and adjacent mud zone South of CA, Gulf Coast, Hawaii, and Puerto Rico	Continuous marine exposure (salt water)	Salt water organisms including <i>Marteletta</i> , <i>Sphaerium</i>	Piling, bulkheads, bracing
UC6A	Fire protection as required by codes Above Ground Interior construction	Continuously protected from weather or other sources of moisture	Fire	Roof sheathing, roof trusses, studs, joists, paneling
UC6B	Fire protection as required by codes Above Ground Exterior construction	Subject to wetting	Fire	Vertical exterior walls, inclined roof surfaces or other construction which allows water to quickly drain

**U1-07**

USE CATEGORY SYSTEM: USER SPECIFICATION FOR TREATED WOOD

Table 3-1: Guide to commodity specifications for treated wood end uses, arranged by use. (cont.)

Commodity	Use	Exposure	Use Category	Commodity Specification	
				Section	Special Reqs.
Glue Laminated Beams	Above Ground, Interior	Protected, Insect Only	1	F	
	Above Ground, Interior	Protected, Damp	2	F	
	Above Ground Structural (Painted/Unpainted)	Exterior	3B	F	
	General Structural, Highway Structural Non-Critical	Ground Contact or Fresh Water, Low Decay	4A	F	
	Highway Important Structural or Saltwater Splash	Ground Contact or Fresh Water, High Decay	4B	F	
	Highway Critical Structural	Ground Contact or Fresh Water, Severe Decay	4C	F	
Handrails/Guardrails	Highway Construction	Above Ground, Exterior	3B	A	4.3
Joists	Above Ground, Interior	Insect Only	1	A	4.1
	Above Ground, Interior	Above Ground, Damp	2	A	3.1
	Building Construction	Above Ground, Exterior	3B	A	
	Building Construction	Ground Contact/Fresh Water	4A	A	
Laminated Veneer Lumber (LVL)	See Composite Lumber				
Landscape Ties	General	Ground Contact or Fresh Water	4A	A	
Lattice	Painted/Unpainted	Above Ground, Exterior	3B	A	
Lumber/Timbers	Above Ground, Interior	Insect Only	1	A	4.1
	Above Ground, Interior	Wood Exposed to Dampness	2	A	4.1
	Above Ground, Exterior, Coated/Painted	All Applications	3A		
	General, Including Agriculture/Parks	Above Ground, Exterior, Uncoated	3B	A	
	Food Harvest and Storage	Above Ground, Exterior		A	
	Roof Decking, Flooring/Subflooring	Above Ground, Exterior		A	4.1
	Food Contact	Above Ground, Exterior		A	
	General, Including Retaining Walls, Edging, Agri/Mariculture, Boats, Furniture, Gazebos, Compost Plant/Mushroom Boxes, Plumes	Ground Contact or Fresh Water	4A	A	
	Fire Escapes, Exterior Exposed	Above Ground and Ground Contact		A	
	Wet Industrial Processing Areas	Above Ground and Ground Contact		A	
	Cooling Towers	Fresh Water Contact		A	4.4
	Brine Storage, Highway Construction Materials	Ground Contact or Fresh Water		B	4.1
	Playground Equipment	Ground Contact or Fresh Water		B	4.3
	Permanent Wood Foundation	Ground Contact and Above Ground	4B	A	4.2
	* Highway Construction, Residential/Business Structural Support	Ground Contact or Fresh Water		A	4.3
	Crib Walls, Retaining Walls, Important Structural, Greenhouse	Ground Contact or Fresh Water		A	
	Marine Out of Water and Above Ground	Salt Water Splash		A	G-2.9
	Marine Out of Water and Ground Contact	Salt Water Splash	4C	A	G-2.9
	Aquaculture	Fresh Water		A	
	Residential/Business Structural Support	Ground Contact or Fresh Water			
Marine, Aquaculture, Highway, Boats	Brackish or Salt Water	5A-5B-5C	G	6.1-6.4	
Fire Retardant, Fire Protection	Interior	FA	H		
Fire Retardant, Fire Protection	Exterior	FB	H		

## U1-07

## USE CATEGORY SYSTEM: USER SPECIFICATION FOR TREATED WOOD

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## 3.0 Sawn Products – UC4B

## Use Category 4B: Ground Contact or Fresh Water

Preservative retentions PCF (as active ingredients unless otherwise specified)

PCF (English units)	Pines				Spruce	Spruce-Pine-Fir West	Coastal Douglas-fir <sup>a)</sup>	Hem-fir Hem-fir North Subalpine Fir	Redwood
	Southern Mixed Southern Railiana, Fataha Caribbean	Ponderosa Red	Eastern White	South Pine-Ger South Pine-Sue	Jack Lodgepole				
Preservative									
CR (as solution)	10.0	10.0	NR	10.0	10.0	NR	10.0	10.0	10.0
CRS (as solution)	10.0	10.0	NR	10.0	10.0	NR	10.0	10.0	10.0
CR-PS (as solution)	10.0	10.0	NR	10.0	10.0	NR	10.0	10.0	10.0
PCP-A	0.50	0.50	NR	0.50	0.50	NR	0.50	0.50	0.50
PCP-C	0.50	0.50	NR	0.50	0.50	NR	0.50	0.50	0.50
CuN (as Cu metal) <sup>b)</sup>	0.075	0.075	NR	NR	0.075	NR	0.075	0.075	NR
ACZA <sup>(a)</sup>	0.60	0.60	NR	0.60	0.60	0.60	0.60	0.60	0.60
CCA <sup>(a)</sup>	0.60	0.60	NR	0.60	0.60	0.60	0.60	0.60	0.60
ACQ-B <sup>(b)</sup>	0.60	0.60	NR	NR	0.60	NR	0.60	0.60	NR
ACQ-C <sup>(b)</sup>	NR	0.60	NR	0.60	NR	0.50	NR	0.60	NR
ACQ-D <sup>(b)</sup>	0.60	0.60	0.60	NR	0.60	NR	NR	0.60	NR
CA-B <sup>(a)</sup>	0.31	0.31	0.31	0.31	NR	NR	0.31	0.31	NR
CAA-A <sup>(a)</sup>	0.61	0.61	0.61	0.61	NR	NR	0.61	0.61	NR

NR = Not Recommended

- a) Coastal Douglas-fir from a few geographical areas has been found suitable for treatment with CCA. However, it is generally recognized that most sawn products from Coastal Douglas-fir are extremely difficult to treat with the preservative CCA to meet the penetration and retention requirements of this Standard even when incised.
- b) Retentions are suitable for exposure in areas subject to Formosan subterranean termite activity.

**QUOTE**

Store 4802 CHARLESTON, WV  
100 CROSS TERRACE BLVD  
CHARLESTON, WV 25309

Phone: (304) 744-9501  
Salesperson: WTB97U  
Reviewer:

Name

**STATE OF WV DEPT OF ADMIN STATE OF WV**

Home Phone

**(304) 558-2316**

**SOLD TO**

Address 20199 WASHINGTON ST E

Work Phone

PO BOX 50130

Company Name

City CHARLESTON

Job Description RFQ#109C0073

State WV

Zip 253050130

County KANAWHA

2008-10-21 15:40

Prices Valid Thru: 10/22/2008

**QUOTE**

**HOME DEPOT DELIVERY #1**

**MERCHANDISE AND SERVICE SUMMARY**

REF # V02

S/O - MDSE TO BE DELIVERED:		S/O	ROCKY TOP	WD	PRSRV	REF #	S01	ESTIMATED ARRIVAL DATE:	10/25/2008/
REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION		
S0101	641-366	200.00	EA	2X6X12' TREATED / 2X6X12' TREATED PINE	N	\$9.79	\$1,958.00		
S0102	641-366	500.00	EA	2X6X14' TREATED / 2X6X14' TREATED PINE	N	\$11.70	\$5,850.00		
<b>MERCHANDISE TOTAL:</b>							<b>\$7,808.00</b>		

**DELIVERY INFORMATION:** SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise

V02 515-663 1.00 EA CURBSIDE DELIVERY SERVICE **DELIVERY SERVICE SUBTOTAL: \$59.00**

**THE HOME DEPOT WILL DELIVER MDSE TO:** STATE OF WV DEPT OF ADMIN PURCHASING DIVISION, STATE OF WV

**ADDRESS:** 20199 WASHINGTON ST E **CITY:** CHARLESTON

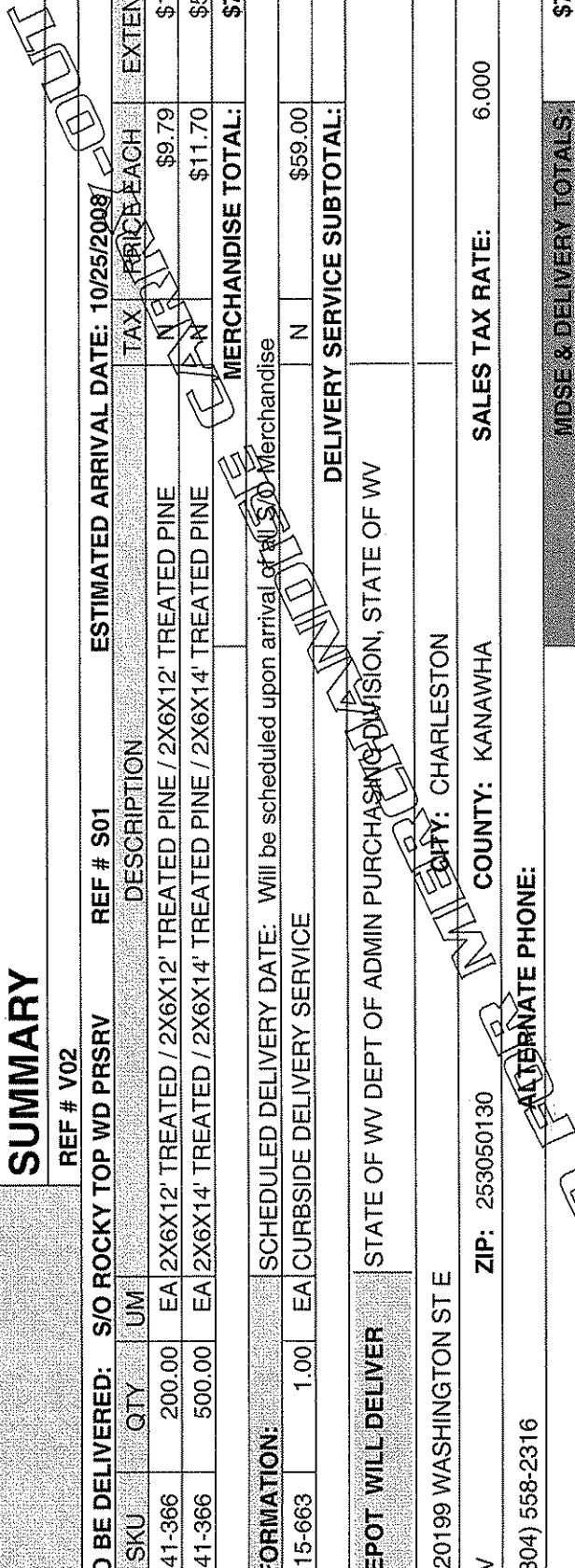
**STATE:** WV **ZIP:** 253050130 **COUNTY:** KANAWHA **SALES TAX RATE:** 6.000

**PHONE:** (304) 558-2316 **ALTERNATE PHONE:**

**MDSE & DELIVERY TOTALS: \$7,867.00**

\*\*\* CONTINUED ON NEXT PAGE \*\*\*

We reserve the right to limit the quantities of merchandise sold to customers



**HOME DEPOT DELIVERY #1**  
(Continued)

REF #V02

DRIVER SPECIAL INSTRUCTIONS:

END OF HOME DEPOT DELIVERY - REF #V02

**HOME DEPOT DELIVERY #2**

REF # V03

S/O - MDSE TO BE DELIVERED:		S/O ROCKY TOP WD PRSRV	REF # S01	ESTIMATED ARRIVAL DATE: 10/25/2008				
REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION	
S0103	641-366	500.00	EA	2X6X16' TREATED / 2X6X16' TREATED PINE	N	\$13.59	\$6,795.00	
S0104	641-366	200.00	EA	2X6X18' TREATED / 2X6X18' TREATED PINE	N	\$15.66	\$3,132.00	
<b>DELIVERY INFORMATION:</b>							<b>MERCHANDISE TOTAL:</b>	<b>\$17,735.00</b>
SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise								
V03	515-663	1.00	EA	CURBSIDE DELIVERY SERVICE	N	\$59.00	\$59.00	
<b>DELIVERY SERVICE SUBTOTAL:</b>							<b>\$59.00</b>	

THE HOME DEPOT WILL DELIVER MDSE TO:

STATE OF WV DEPT OF ADMIN PURCHASING DIVISION, STATE OF WV

ADDRESS: 20199 WASHINGTON ST E

CITY: CHARLESTON

STATE: WV

COUNTY: KANAWHA

SALES TAX RATE: 6.000

PHONE: (304) 558-2316

ALTERNATE PHONE:

MDSE & DELIVERY TOTALS: \$17,794.00

DRIVER SPECIAL INSTRUCTIONS:

END OF HOME DEPOT DELIVERY - REF #V03

**HOME DEPOT DELIVERY #3**

REF # V04

S/O - MDSE TO BE DELIVERED:		S/O ROCKY TOP WD PRSRV	REF # S01	ESTIMATED ARRIVAL DATE: 10/25/2008
				*** CONTINUED ON NEXT PAGE ***



**HOME DEPOT DELIVERY #3**  
(Continued)

REF #V04

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
S0105	641-366	200.00	EA	2X6X20' TREATED / 2X6X20' TREATED PINE	N	\$20.67	\$4,134.00
S0106	641-366	300.00	EA	3X8X12' OAK ROU / 3X8X12' OAK ROUGH SAWED / 3X8X12' OAK ROUGH SAWED	N	\$26.11	\$7,833.00
<b>MERCHANDISE TOTAL:</b>							<b>\$29,702.00</b>

**DELIVERY INFORMATION:** SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise  
 V04 515-663 1.00 EA CURBSIDE DELIVERY SERVICE \$59.00  
**DELIVERY SERVICE SUBTOTAL: \$59.00**

**THE HOME DEPOT WILL DELIVER MDSE TO:** STATE OF WV DEPT OF ADMIN PURCHASING DIVISION, STATE OF WV

**ADDRESS:** 20199 WASHINGTON ST E **CITY:** CHARLESTON  
**STATE:** WV **ZIP:** 253050130 **COUNTY:** KANAWHA **SALES TAX RATE:** 6.000

**PHONE:** (304) 558-2316 **ALTERNATE PHONE:**

**DRIVER SPECIAL INSTRUCTIONS:** MDSE & DELIVERY TOTALS: \$29,761.00  
 END OF HOME DEPOT DELIVERY - REF #V04

**HOME DEPOT DELIVERY #4**

REF # V05

S/O - MDSE TO BE DELIVERED: S/O ROCKY TOP WD PRSRV REF # S01 ESTIMATED ARRIVAL DATE: 10/25/2008

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
S0107	641-366	300.00	EA	3X8X14' OAK RO / 3X8X14' OAK ROUGH SAWED / 3X8X14' OAK ROUGH SAWED	N	\$30.46	\$9,138.00
<b>MERCHANDISE TOTAL:</b>							<b>\$38,840.00</b>

**DELIVERY INFORMATION:** SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise  
 V05 515-663 1.00 EA CURBSIDE DELIVERY SERVICE \$59.00  
**DELIVERY SERVICE SUBTOTAL: \$59.00**  
 \*\*\* CONTINUED ON NEXT PAGE \*\*\*

**HOME DEPOT DELIVERY #4**  
(Continued)

REF #V05

THE HOME DEPOT WILL DELIVER MDSE TO: STATE OF WV DEPT OF ADMIN PURCHASING DIVISION, STATE OF WV

ADDRESS: 20199 WASHINGTON STE CITY: CHARLESTON

STATE: WV ZIP: 253050130 COUNTY: KANAWHA SALES TAX RATE: 6.000

PHONE: (304) 558-2316 ALTERNATE PHONE:

DRIVER SPECIAL INSTRUCTIONS: MDSE & DELIVERY TOTALS: \$38,899.00

END OF HOME DEPOT DELIVERY - REF #V05

**HOME DEPOT DELIVERY #5**

REF # V06

S/O - MDSE TO BE DELIVERED: S/O ROCKY TOP WD PRSRV REF # S01 ESTIMATED ARRIVAL DATE: 10/25/2008

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
S0108	641-366	500.00	EA	3X8X16' OAK SA / 3X8X16' OAK ROUGH SAWED / 3X8X16' OAK ROUGH SAWED	N	\$34.81	\$17,405.00
<b>MERCHANDISE TOTAL:</b>							<b>\$56,245.00</b>

DELIVERY INFORMATION: SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise

V06 515-663 1.00 EA CURBSIDE DELIVERY SERVICE DELIVERY SERVICE SUBTOTAL: \$59.00

THE HOME DEPOT WILL DELIVER MDSE TO: STATE OF WV DEPT OF ADMIN PURCHASING DIVISION, STATE OF WV

ADDRESS: 20199 WASHINGTON STE CITY: CHARLESTON

STATE: WV ZIP: 253050130 COUNTY: KANAWHA SALES TAX RATE: 6.000

PHONE: (304) 558-2316 ALTERNATE PHONE:

MDSE & DELIVERY TOTALS: \$56,304.00

\*\*\* CONTINUED ON NEXT PAGE \*\*\*

**HOME DEPOT DELIVERY #5**  
(Continued)

REF #V06

DRIVER SPECIAL INSTRUCTIONS:

END OF HOME DEPOT DELIVERY - REF #V06

**TOTAL CHARGES OF ALL MERCHANDISE & SERVICES**

<b>ORDER TOTAL</b>	\$56,540.00
<b>SALES TAX</b>	\$0.00
<b>TOTAL</b>	\$56,540.00
<b>BALANCE DUE</b>	\$56,540.00

END OF ORDER No. 4802-69406